

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda - Final

**Wednesday, September 18, 2024
1:00 PM**

JoAnn Busenbark Board Room

NVTa Board of Directors and (County of Napa Board of Supervisors*)

*This meeting is also being noticed as a Board of Supervisors' meeting due to having 2 current Board Members (Supervisors Pedroza and Gregory) and 1 Supervisor-Elect (Councilmember Alessio) at the meeting.

All materials relating to an agenda item for an open session of a regular meeting of the NVTa Board of Directors are posted on the NVTa website at: <https://nctpa.legistar.com/Calendar.aspx>

This meeting will be conducted as an in-person meeting at the location noted above. Remote teleconference access is provided for the public's convenience and in the event a Board Member requests remote participation due to just cause or emergency circumstances pursuant to Government Code section 54953(f). Please be advised that if a Board Member is not participating in the meeting remotely, remote participation for members of the public is provided for convenience only and in the event that the Zoom teleconference connection malfunctions for any reason, the Board of Directors reserves the right to conduct the meeting without remote access and take action on any agenda item.

The public may participate telephonically or electronically via the methods below:

1) To join the meeting via Zoom video conference from your PC, Mac, iPad, iPhone or Android: go to <https://zoom.us/join> and enter meeting ID 864 1754 4351

2) To join the Zoom meeting by phone: dial 1-669-900-6833, enter meeting ID: 864 1754 4351 If asked for the participant ID or code, press #.

3) Watch live on YouTube: <https://www.youtube.com/channel/UCrplLcW9uRmA0EE6w-eKZyw?app=desktop>

The agenda will be posted 72 hours prior to the meeting and will be available for public inspection, on and after at the time of such distribution, in the office of the Secretary of the NVTa Board of Directors, 625 Burnell Street, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m., except for NVTa holidays. Should the office be closed or staff is working remotely due to a declared emergency, you may email info@nvta.ca.gov to request a copy of the agenda.

Public records related to an agenda item that are distributed less than 72 hours before this meeting are

available for public inspection during normal business hours at the NVTa office at 625 Burnell Street, Napa, CA 94559 and will be made available to the public on the NVTa website at nvta.ca.gov. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Members of the public may comment on matters within the subject matter of the Board's jurisdiction, that are not on the meeting agenda during the general Public Comment item at the beginning of the meeting. Comments related to a specific item on the agenda must be reserved until the time the agenda item is considered and the Chair invites public comment. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.

Members of the public may submit a public comment in writing by emailing info@nvta.ca.gov by 10:00 a.m. on the day of the meeting with PUBLIC COMMENT as the subject line (for comments related to an agenda item, please include the item number). All written comments should be 350 words or less, which corresponds to approximately 3 minutes or less of speaking time. Public comments emailed to info@nvta.ca.gov after 10 a.m. the day of the meeting will be entered into the record but not read out loud. If authors of the written correspondence would like to speak, they are free to do so and should raise their hand and the Chair will call upon them at the appropriate time.

1. To comment while attending via Zoom, click the "Raise Your Hand" button (click on the "Participants" tab) to request to speak when Public Comment is being taken on the Agenda item. You must unmute yourself when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will then be re-muted. Instructions for how to "Raise Your Hand" are available at <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>.

2. To comment by phone, press "*9" to request to speak when Public Comment is being taken on the Agenda item. You must unmute yourself by pressing "*6" when it is your turn to make your comment, for up to 3 minutes. After the allotted time, you will be re-muted.

The methods of observing, listening, or providing public comment to the meeting may be altered due to technical difficulties or the meeting may be cancelled, if needed.

Note: Where times are indicated for agenda items, they are approximate and intended as estimates only, and may be shorter or longer as needed.

Information on obtaining the agenda in an alternate format is noted below:

Americans with Disabilities Act (ADA): This Agenda shall be made available upon request in alternate formats to persons with a disability. Persons requesting a disability-related modification or accommodation should contact Laura Sanderlin, NVTa Board Secretary, at (707) 259-8633 during regular business hours, at least 48 hours prior to the time of the meeting.

Acceso y el Título VI: La NVTa puede proveer asistencia/facilitar la comunicación a las personas discapacitadas y los individuos con conocimiento limitado del inglés quienes quieran dirigirse a la Autoridad. Para solicitar asistencia, por favor llame al número (707) 259-8633. Requerimos que solicite asistencia con tres días hábiles de anticipación para poderle proveer asistencia.

Ang Accessibility at Title VI: Ang NVTa ay nagkakaloob ng mga serbisyo/akomodasyon kung hilingin ang mga ito, ng mga taong may kapansanan at mga indibiduwal na may limitadong kaalaman sa wikang Ingles, na nais na matugunan ang mga bagay-bagay na may kinalaman sa NVTa-TA Board. Para sa mga tulong sa akomodasyon o pagsasalin-wika, mangyari lang tumawag sa (707) 259-8633. Kakailanganin namin ng paunang abiso na tatlong araw na may pasok sa trabaho para matugunan ang inyong kahilingan.

1. Call to Order
2. Pledge of Allegiance
3. Approval of Board Member Remote Participation
4. Roll Call
5. Adoption of the Agenda
6. Public Comment
7. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update
8. Executive Director's Update
9. Caltrans' Update

Note: Where times are indicated for the agenda items, they are approximate and intended as estimates only and may be shorter or longer as needed.

10. CONSENT AGENDA ITEMS

10.1 Meeting Minutes of July 17, 2024 (Laura Sanderlin) (Pages 10-13)

Recommendation: Board action will approve the minutes of the July 17th regular meeting.

Estimated Time: 1:15 p.m.

Attachments: [Draft Minutes](#)

10.2 Resolution No. 24-11 Authorizing the Destruction of Certain Agency Records (Laura Sanderlin) (Pages 14-22)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 24-11 authorizing the disposal of certain agency records.

Estimated Time: 1:15 p.m.

Attachments: [Staff Report](#)

10.3 Citizen Advisory Committee (CAC) Member Appointment (Laura Sanderlin) (Pages 23-25)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve the re-appointment of member Ashley Tenscher for a two (2) year term.

Estimated Time: 1:15 p.m.

Attachments: [Staff Report](#)

10.4 Paratransit Coordinating Council (PCC) Member Appointments (Kathy Alexander) (Pages 26-28)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board consider the appointment of Lyall Abbott to the Paratransit Coordinating Council (PCC).

Estimated Time: 1:15 p.m.

Attachments: [Staff Report](#)

10.5 Michelin Mobility Intelligence Data License Agreement Contract Award (Diana Meehan) (Pages 29-44)

Recommendation: That the Napa Valley Transportation Authority (NVTA) authorize the Executive Director to execute Agreement No. 24-C28 with Michelin Mobility Intelligence for countywide speed data collection and analysis in an amount not to exceed \$140,000.

Estimated Time: 1:15 p.m.

Attachments: [Staff Report](#)

**10.6 Memorandum of Understanding (MOU) with the County of Napa
for Emergency Response Services (Libby Payan) (Pages 45-52)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve the Memorandum of Understanding (MOU) with the County of Napa to memorialize the intention of the parties to work together, on a continuing and lasting basis, toward maximum cooperation and mutual assistance during emergencies as directed by the County's Office of Emergency Services to provide transportation-related services.

Estimated Time: 1:15 p.m.

Attachments: [Staff Report](#)

**10.7 Amendment to Agreement with Park Engineering for the St.
Helena to Calistoga Napa Valley Vine Trail Project (Grant Bailey)
(Pages 53-56)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Amendment No. 3 to NVTA Agreement No. 21-21-CM02 with Park Engineering for Construction Management and Inspection Services in an amount not to exceed \$86,000 bringing the total contract amount to \$1,150,233.

Estimated Time: 1:15 p.m.

Attachments: [Staff Report](#)

**10.8 Active Transportation Advisory Committee (ATAC) Member
Appointments (Kathy Alexander) (Pages 57-70)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve the appointments of Jason Dominici and Caitlin Ochoa-Llamas, both representing the County of Napa, to the ATAC for a two (2) year term.

Estimated Time: 1:15 p.m.

Attachments: [Staff Report](#)

11. REGULAR AGENDA ITEMS (11.1-11.6)**11.1 Amendment 9 to the Napa Valley Transportation Authority (NVTA)
Agreement No. 12-08 for the Position of Executive Director
(Osman Mufti) (Pages 71-75)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Amendment 9 to NVTA Agreement No. 12-08 amending the Executive Director employment agreement.

Estimated Time: 1:30 p.m.

Attachments: [Staff Report](#)

**11.2 Bilingual Outreach Coordinator Staff Position (Danielle Schmitz)
(Pages 76-81)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve the addition of (1) full-time equivalent (FTE) position to the agency for an amount up to \$136,300 annually.

Estimated Time: 1:45 p.m.

Attachments: [Staff Report](#)

11.3 Vine Trail St. Helena to Calistoga Construction Contract Claim Settlement and Budget Increase (Grant Bailey) (Pages 82-96)

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board:

- (1) Approve a construction claim settlement agreement with Ghilotti Construction Company (GCC) for \$1,100,000 to resolve time related overhead costs incurred due to construction delays caused by PGE utility conflicts on the Vine Trail St Helena to Calistoga project; and
- (2) Approve an additional \$1,900,000 in construction budget, which includes \$1,100,000 for the settlement and \$800,000 for construction contract closeout, under Construction Agreement No. 22-11 with Ghilotti Construction Company, Inc for construction of the Vine Trail St Helena to Calistoga Project for an amount not to exceed \$3,956,709; and
- (3) Adopt Resolution No. 22-11, Revised, authorizing the Executive Director, or designee, to issue change orders for Construction Agreement No. 22-11 in an amount not to exceed \$3,956,709.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

11.4 Resolution 24-12 authorizing the Executive Director to Grant an Easement along Devlin Road and Sheehy Court to the County of Napa for the Vine Trail Project (Kate Miller) (Pages 97-103)

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board Authorize the Executive Director to grant an easement on Assessor's Parcel Number (APN) 057-250-037 on Devlin Road to the County of Napa to construct the Vine Trail Project.

Estimated Time: 2:20 p.m.

Attachments: [Staff Report](#)

11.5 Vine Transit Update (Rebecca Schenck) (Pages 104-112)

Recommendation: That the Napa Valley Transportation Authority (NVTB) receive the fourth quarter Fiscal Year (FY) 2023-24 Vine Transit update.

Estimated Time: 2:30 p.m.

Attachments: [Staff Report](#)

11.6 State and Local Legislative Update (Kate Miller) (Pages 113-144)

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board receive the Federal Legislative update, State Legislative Update, and the State Bill Matrix.

Estimated Time: 2:45 p.m.

Attachments: [Staff Report](#)

12. CLOSED SESSION**12. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (pursuant to Government Code section 54956.8)**

Property APN: 006-195-001, 002 and 003

Agency Negotiator: Executive Director

Negotiating Parties: Paul Irwin, Stan Foltz, Bob Winchell, Walt Blackmon

Under Negotiation: Price and terms of payment

13. FUTURE AGENDA ITEMS**14. ADJOURNMENT****14.1 The next Regular Meeting is October 16th.**

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NVTB Offices, 625 Burnell Street, Napa, CA by 5:00 p.m. by Friday, September 13th.



Laura M. Sanderlin, NVTB Board Secretary

*This meeting is also being noticed as a Board of Supervisors' meeting due to having 2 current Board Members (Supervisors Pedroza and Gregory) and 1 Supervisor-Elect (Councilmember Alessio) being in attendance.

Napa Valley Transportation Authority

625 Burnell Street

Napa, CA 94559

Meeting Minutes NVTB Board of Directors

Wednesday, July 17, 2024

1:00 PM

JoAnn Busenbark Board Room

1. Call to Order

Chair Joseph called the meeting to order at 1:01pm.

2. Pledge of Allegiance

Chair Joseph recited the Pledge of Allegiance.

3. Approval of Board Member Remote Participation

None

4. Roll Call

Leon Garcia
Alfredo Pedroza
Paul Dohring
Mark Joseph
Liz Alessio
Scott Sedgley
Margie Mohler
Donald Williams
Kevin Eisenberg
Ryan Gregory
Robin McKee-Cant
Anna Chouteau
Non-voting:
Devereaux Smith

5. Adoption of the Agenda

Motion MOVED by PEDROZA, SECONDED by ALESSIO to APPROVE Item 5. Adoption of the Agenda, as AMENDED to move Regular Agenda Items 12.1, 12.2, 12.5 and 12.6 to the Consent Agenda. This motion revised the previous vote to move all Regular agenda items to the Consent Agenda. Motion passed unanimously.

Aye: 24 - Garcia, Pedroza, Dohring, Joseph, Alessio, Sedgley, Mohler, Williams, Eisenberg, Gregory, McKee-Cant, and Chouteau

6. Public Comment

*This meeting is also being noticed as a Board of Supervisors' meeting due to having 2 current Board Members (Supervisors Pedroza and Gregory) and 1 Supervisor-Elect (Councilmember Alessio) being in attendance.

None

7. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update

Director Pedroza reported on recent MTC activities.

Director Garcia reported on recent ABAG activities.

8. Executive Director's Update

Executive Director Miller reported:

- recent Park Tread install on the Vine Trail
- Upcoming single lane closures on SB 221 and temporary closure of NB 221 connector
- Transit Signal Priority system in American Canyon will go live in August
- recap of Accessible Transit Needs Assessment public workshop on July 8
- ribbon cutting for the Calistoga to St. Helena Vine Trail project scheduled for August 16th
- Vine Trail Coalition to host public event on August 17th

9. Caltrans' Update

Information can be found in the handout packet.

10. PRESENTATIONS

10.1 NVTa Project Update (Grant Bailey)

Information only/No action taken

10.2 Transit-Oriented Development (TOD) (Kate Miller)

Information only/No action taken

11. CONSENT AGENDA ITEMS

Motion MOVED by ALESSIO, SECONDED by CHOUTEAU to APPROVE Consent Agenda Items

11.1,

11.2, Regular Items 12.1, 12.2, 12.5 and 12.6. Motion passed unanimously.

Aye: 24 - Garcia, Pedroza, Dohring, Joseph, Alessio, Sedgley, Mohler, Williams, Eisenberg, Gregory, McKee-Cant, and Chouteau

11.1 Meeting Minutes of June 26, 2024 (Laura Sanderlin) (Pages 9-12)

Attachments: [Draft Minutes](#)

11.2 Active Transportation Advisory Committee (ATAC) Member Appointments (Diana Meehan) (Pages 13-15)

Attachments: [Staff Report](#)

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12. REGULAR AGENDA ITEMS

- 12.1** Agreement No. 23-OCE12-E05 with TYLin for Engineering Design Services for the Redwood Park and Ride Improvements Project (Grant Bailey) (Pages 16-24)

Attachments: [Staff Report](#)

This Action Item was approved as part of the Consent Agenda.

- 12.2** Planning Consultant Services Agreement with GHD, Inc., for the work associated with the Napa Countywide Active Transportation Plan (Patrick Band) (Pages 25-37)

Attachments: [Staff Report](#)

This Action Item was approved as part of the Consent Agenda.

- 12.3** Transportation Development Act Article 3 (TDA-3) Countywide Claim & Three-Year Program of Projects (Patrick Band) (Pages 38-46)

Attachments: [Staff Report](#)

Director Dohring inquired about the quick build project grant award process.

Motion MOVED by DOHRING, SECONDED by SEDGLEY to APPROVE Item 12.3 Resolution 24-10 and adoption of FY2024-25 through FY2026-27 TDA-3 Program of Projects. Motion passed unanimously.

Aye: 24 - Garcia, Pedroza, Dohring, Joseph, Alessio, Sedgley, Mohler, Williams, Eisenberg, Gregory, McKee-Cant, and Chouteau

- 12.4** Transportation Fund for Clean Air (TFCA) 40% Fund Program Project List for Fiscal Years Ending (FYE) in 2025-27 (Diana Meehan) (Pages 47-86)

Attachments: [Staff Report](#)

Motion MOVED by DOHRING, SECONDED by ALESSIO to APPROVE Item 12.4 TFCA 40% Fund Program Project List for FYE 2025-27. Motion passed unanimously.

Aye: 24- Garcia, Pedroza, Dohring, Joseph, Alessio, Sedgley, Mohler, Williams, Eisenberg, Gregory, McKee-Cant, and Chouteau

- 12.5** Vine Transit Update (Rebecca Schenck) (Pages 87-95)

Attachments: [Staff Report](#)

Item moved to Consent Agenda.

- 12.6** Federal and State Legislative Update (Kate Miller) (Pages 96-123)

Attachments: [Staff Report](#)

Item moved to Consent Agenda.

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13. CLOSED SESSION

Board entered into Closed Session at 2:26pm.

13.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)(1))
Title: Executive Director

CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)) Authority Designated Representative: Authority Chair
Unrepresented Employee: Executive Director

Report out of Closed Session.

No reportable action.

14. FUTURE AGENDA ITEMS

None

15. ADJOURNMENT

Chair Joseph adjourned the meeting at 2:52pm.

15.1 The next Regular Meeting is September 18th.

Laura Sanderlin, NVTB Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Resolution No. 24-11 Authorizing the Destruction of Certain Agency Records

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 24-11 authorizing the disposal of certain agency records.

EXECUTIVE SUMMARY

Staff has identified records that no longer have sufficient historical, legal, fiscal or reference value to retain in original form, and is requesting the Board of Directors authorization to dispose such records. The proposed disposal follows the NVTA's Records Retention Schedule and Policy and is consistent with Section 34090 of the Government Code of the State of California. These records are identified in the Documents for Destruction Inventory List.

FISCAL IMPACT

Is there a Fiscal Impact? Yes, the cost to securely shred the designated documents is under \$1,000.



September 18, 2024
Agenda Item 10.2
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin, Board Secretary/Office Manager
(707) 259-8633 / Email: lsanderlin@nvta.ca.gov
SUBJECT: Resolution No. 24-11 Authorizing the Destruction of Certain Agency Records

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve Resolution No. 24-11 (Attachment 1) authorizing the disposal of certain agency records.

COMMITTEE RECOMMENDATION

None

BACKGROUND

On November 17, 2010, the Board of Directors approved Resolution No. 10-31, adopting an agency policy referencing the State's "Local Government Records Management Guidelines" as NVRTA's Official Records Retention Schedule. The Records Retention Schedule provides the agency control over managing and destroying paper records.

The proposed destruction follows the Records Retention Schedule and is consistent with NVRTA policy and Section 34090 of the Government Code of the State of California. Section 34090 which provides for the destruction of any agency record, document, instrument, book, paper, etc., without making a copy thereof, after the same is no longer required, if done with the approval of the Board of Directors and the written consent of the Board Secretary and Legal Counsel.

In accordance with the law, Legal Counsel has reviewed the list of records and has given consent for destruction of the records.

ALTERNATIVES

The Board may choose not to approve Resolution No. 24-11 and records will not be destroyed.

STRATEGIC GOALS MET BY THIS PROPOSAL

Not applicable.

ATTACHMENT(S)

(1) Resolution No. 24-11

RESOLUTION No. 24-11

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
AUTHORIZING THE DESTRUCTION OF CERTAIN AGENCY RECORDS
AS PROVIDED BY SECTION 34090 OF THE
GOVERNMENT CODE OF THE STATE OF CALIFORNIA**

WHEREAS, the retention of records is not required after a certain period of time for the effective and efficient operation of NVTA's governmental responsibilities; and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any agency record which has served its purpose and is no longer required may be destroyed, providing the destruction of said records will not interfere with the services and functions of the NVTA.

NOW THEREFORE BE IT RESOLVED by the Napa Valley Transportation Authority Board of Directors as follows:

1. The records of the Napa Valley Transportation Authority as set forth in Exhibit "A", which is incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 of the Government Code of the State of California, and in accordance with the provisions of the Records Destruction Certificate and with the consent in writing of Legal Counsel, without further action by the Napa Valley Transportation Authority Board of Directors.

2. The provisions of Section 1 above do not authorize the destruction of:
- A. Records affecting the title to real property or liens thereon.
 - B. Court records.
 - C. Records required to be kept by statute.
 - D. Records less than two (2) years old.
 - E. The minutes, ordinances, or resolutions of the Board of Directors.

3. Notwithstanding the provisions of Section 2, the duplicates of records not less than two (2) years old that are no longer required are hereby authorized to be destroyed as set forth in the attached report.

4. The destruction of any record as provided for herein shall be by shredding or other effective method of destruction and said destruction shall be witnessed by the Board Secretary or authorized representative.

5. The term “records” as used herein shall include document instruments, books, microfilm or papers.

6. This Resolution shall be in full force and effect immediately upon the passage and adoption thereof.

Passed and adopted this 18th day of September, 2024.

Mark Joseph, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA General Counsel

Exhibit “A”

Documents for Destruction Inventory

Name:	Napa Valley Transportation Authority (NVTA)		Date: July-August 2024	
Performed By	NVTA Staff		Agency: NVTA	

Department	Document Title	Purpose/ Amount	Year	Financial Audit Period (if applicable)
Finance	2013 Triannual Audit		FY 2013	N/A
Finance	Garda Deposits	Deposit Slips	FY 2011	FY 2011
Finance	TLU – CMA Agreement	FHWA Funding	FY 12-13	FY 2013
Finance	Vine Transit GL Det	Audit	FY 13-14	FY 13-14
Finance	GL Detail	Audit	FY 15-16	FY 15-16
Finance	NCTPA Agency Details	Audit	FY 12-13	FY 12-13
Finance	GL Details 12/13	Audit	FY 12-13	FY 12-13
Finance	Cal Card Set hp	P-Card App	FY 2012	N/A
Finance	GL Detail	Audit	FY 12-13	FY 12-13
Finance	GL Detail/Trail	Audit	FY 16-17	FY 16-17
Finance	Reconciliation	Audit	FY 15-16	FY 15-16
Finance	BS Reconciliation	Audit	FY 10-11	FY 10-11
Finance	BS Reconciliation	Audit	FY 2018	FY 2018
Finance	BS Records	Audit	FY 12-13	FY 12-13
Finance	RM 2	Program Info	FY 2010	FY 2010
Finance	Follow HP Summary	Internal Audit	FY 2009	FY 2009
Finance	Daily Activity Reports		FY 2017	FY 2017

Admin	RFP 2020 R03	Proposals	FY 2020	FY 20-21
Admin	Buses New Flyers	Info	FY 07-10	FY 07-10
Admin	Public Notices	Newspapers	FY 00-05	FY 00-05
Finance	Milage Reimb Payments	Audit	FY 14-15	FY 14-15
Finance	Duplicate Copies of Deposits	Audit	FY 17-18	FY 17-18
Finance	Duplicate Copies of Deposits	Audit	FY 16-17	FY 16-17
Transit	Taxi Scrip Sales Log	Sales Tracking	FY 2014	FY 2014
Transit	Mileage Reimb Apps	Sales Tracking	FY 2015	FY 2015
Transit	Sales Logs	Sales Tracking	FY 2017	FY 2017
Transit	Taxi Scrip + Clipper Apps	Sales Tracking	FY 2016	FY 2016
Transit	Vine Go Apps	Program Qualifications	FY 15-16	FY 15-16
Admin	RFP 21.06	Proposals	FY 2021	FY 2022
Finance	Gen Ledgers	Balance Sheets	FY 13-14	FY 2014
Finance	Gen Ledgers	Balance Sheets	FY 12-13	FY 2013
Transit	TransDev Bills	Billing/invoice	July 2011 – Sept 2011	FTA Triennial 2018
Transit	TransDev Bills	Billing/invoice	July 2014 – May 2016	FTA Triennial 2022
Admin	RFQ15.03	Proposals	FY 15-16	FY 2016
Transit	Complaints/Comments	Customer Feedback	FY10-15	FTA Triennial 2022
Transit	Accident Reports	Bus Incidents Log	FY 10-15	FTA Triennial 2022
Transit	TransDev Bills	Billing/invoice	FY 09-11	FTA Triennial 2018

Transit	TransDev Bills	Billing/invoice	FY 2012	FTA Triennial 2018
Transit	TransDev Bills	Billing/invoice	FY 13-14	FTA Triennial
Transit	Bus Passes Sales	Proof of Sales	FY 13-16	N/A
Transit	Lifeline	Records of Lifeline Sales	FY 13-15	N/A
Transit	Taxi Scrip Sales Log	Record of Passes Sold	FY 2013	N/A
Transit	Taxi Scrip Sales Log	Record of Passes Sold	FY 2015	N/A
Transit	Napa City MOU Vine + Taxi Scrip	MOU	FY 01-07	N/A
Transit	Taxi Scrip Agreements	Tracking	FY 1980 -1990	N/A
Admin	Board Agendas	Board Meetings	CY 2015	N/A
Human Resources	Job candidate interviews and scoring	Recruitment	CY 2017-2021	N/A
Human Resources	Terminated Staff Personnel Files	Personnel Records	CY 2005, 2008-09, 2011-16	N/A
Finance	Obsolete VINE applications	Bus pass discounts	CY 2013-17	N/A
Transit	Used taxi scrip coupons	Record of reimbursement	CY 2017-24	N/A
Planning	TFCA Project Files	Planning documents	FY 2010-2017	2015, 2018, 2020, 2022
Planning	Redwood Park & Ride Environmental Documents	Planning documents	CY 1999-2001	N/A
Admin	Environmental documents	Measure T projects	FY 2005-06	N/A
Admin	Polling documents	Measure T	FY 2004-05	N/A
Finance	PPM		FY 2009-10, 2012-13	N/A

Transit	31 Day Passes (Youth, Adult, Senior, Disabled)	Record of Expired Passes	Undated	N/A
Transit	31 day Passes	Record of Expired Passes	CY 2012	N/A
Transit	31 day Passport with 29	Record of Expired Passes	CY 2012-13	N/A
Transit	Youth Summer Pass	Record of Expired Passes	CY 2013	N/A
Transit	Punch Pass – 20 Ride	Record of Expired Passes	Undated	N/A
Transit	Discount Punch Pass	Record of Expired Passes	Undated	N/A
Transit	Bus Tokens (296)	Record of Expired Passes	Undated	N/A



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Citizen Advisory Committee (CAC) Member Appointment

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the re-appointment of member Ashley Tenscher for a two (2) year term.

EXECUTIVE SUMMARY

Board action would appoint one member to serve on the CAC for a renewed two-year term. The CAC was formed by NVTA to combine several ad hoc committees that were convened to advise the NVTA Board and staff on specific modes, projects, and programs. The CAC is intended to represent all aspects of the communities in Napa Valley and to retain members that foster expertise and institutional knowledge about projects and programs.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin, Board Secretary (707) 259-8633 / Email: lsanderlin@nvta.ca.gov
SUBJECT: Citizen Advisory Committee (CAC) Member Appointment

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the re-appointment of member Ashley Tenscher for a two (2) year term.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The CAC by-laws approved by the NVTA Board states that the committee structure and representation should strive to represent a diverse cross-section of the community including members of underrepresented groups in Napa Valley.

The CAC has 19 members and 7 of those seats are currently vacant. NVTA staff is actively recruiting to fill vacant positions. These include members representing the City of St. Helena, the City of Calistoga, Agriculture, Hospitality, Vintner, Paratransit and Active Transportation.

City/Town/County members will be appointed by their respective Councils or Board of Supervisors whichever is applicable before being approved by the NVTA Board. If representation of a certain group or jurisdiction cannot be filled after solicitation for that position, the vacancy may be filled with a member at-large.

ALTERNATIVES

The Board could decide not to approve the appointment and the position representing Environmental interest would remain vacant.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1 – Serve the transportation needs of the entire community regardless of age, income, or ability.

The CAC is comprised of members from the community representing various interests in Napa Valley. The purpose of the CAC is to advise the NVTA Board on projects and programs.

ATTACHMENT(S)

None



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Paratransit Coordinating Council (PCC) Member Appointment

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board consider the appointment of Lyall Abbott to the Paratransit Coordinating Council (PCC).

EXECUTIVE SUMMARY

The PCC was formed by NVTA to serve in an advisory capacity to the Board on transportation issues associated with persons with special needs, including elderly, disabled, and those of low income.

Board action will appoint Lyall Abbott to the PCC. There are two (2) additional vacancies on the committee and NVTA staff is actively recruiting to fill these positions. These include representatives for: a consumer/user with disabilities; and a member of the public residing in a non-urbanized area.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kathy Alexander, Senior Administrative Technician
(707) 259-8627 / Email: kalexander@nvta.ca.gov
SUBJECT: Paratransit Coordinating Council (PCC) Member Appointment

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board consider the appointment of Lyall Abbott to the Paratransit Coordinating Council (PCC).

COMMITTEE RECOMMENDATION

None

BACKGROUND

The PCC was formed by NVTA to serve in an advisory capacity to the Board on the transportation issues associated with persons with special needs, including elderly, disabled, and those of low income.

The PCC by-laws, last approved by the NVTA Board in March 2021, state that the PCC shall advise the Board of Directors and the Metropolitan Transportation Commission (MTC) regarding setting priorities for transportation services, review and make recommendations regarding the submission of claims for certain Transportation Development Act (TDA) and Federal Transit Administration (FTA) funds and allocations consistent with its priorities, and address coordination of paratransit services within Napa County.

The appointment of Lyall Abbott will fulfill one member of the public residing within an urban area position, listed in Table 1 on the next page.

Table 1. PCC Member List

Member	Original appointment date	Most recent appointment	Term end date	Category Represented
Jeannie Smith	7/20/2022	7/20/2022	7/31/2025	Social services providers for persons with disabilities (1 of 2)
Ellen Sweigert	7/20/2022	7/20/2022	7/31/2025	Social services providers for persons with disabilities (2 of 2)
Tom Collette	10/17/2018	11/17/2021	11/30/2024	Consumer/user 60 years of age or older (1)
Lisa DeRose-Hernandez*	1/20/2021	5/22/2024	05/31/27	Social services provider for persons of limited means (1)
Devereaux Smith	9/27/2023	9/27/2023	9/30/2026	Social services provider for seniors (1)
Heather Stanton	5/22/2024	5/22/2024	5/31/2027	Member of the public residing within an urbanized area (1 of 2)
Lyall Abbott	9/18/24	9/18/24	9/30/2027	Member of the public residing within an urbanized area (2 of 2)
Vacant				Member of the public residing within a non-urbanized area (1)
Vacant				Consumer/user persons with disabilities (1)

*Pending Board Approval on September 18, 2024

ALTERNATIVES

The Board could decide not to appoint Mr. Abott to the PCC resulting in additional vacancies.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1 – Serve the transportation needs of the entire community regardless of age, income, or ability.

The PCC is comprised of members from the community representing various interests in Napa Valley. The purpose of the PCC is to advise the board (via NVTa staff) on transportation issues of persons with special needs.

ATTACHMENT

- 1) Lyall Abbott, PCC application, redacted



Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559
Tel. (707) 259-863 / Fax (707) 259-8638
www.nvta.ca.gov

COMMITTEE APPOINTMENT APPLICATION

Complete applications can be submitted by: (1) faxing to the Human Resources Administrator at (707) 259-8638 or (2) delivered/mailed to the NVTA Attention: Human Resources Administrator, 625 Burnell Street, Napa, CA 94559 or (3) Email to: jobs@nvta.ca.gov.

This application may be subject to disclosure under the Public Records Act

Applicant Information			
Application for Appointment to: (Name of Committee)			
Representing Field of <u>Public rider</u>			
Name:	<u>Abbott</u>	<u>Lyle</u>	<u>W.</u> Date: <u>7/15/2024</u>
	Last	First	M.I.
Address: <u>[REDACTED]</u>			
Street Address		Apartment/Unit #	
City <u>Napa</u>	State <u>CA</u>		Zip <u>94559</u>
Phone: <u>707-655-5513</u>		E-mail Address: <u>abbott.lyle@gmail.com</u>	
Current Occupation (within the last twelve (12) months)			
<u>Retired Massage Therapist</u> <u>Pastor NO employment</u>			
Current License (Professional or Occupational): Date of Issue and/or expiration including status:			
<u>Ordained Pastor</u>			
Education/Experience (a resume may be attached containing this and any other information that would be helpful in evaluating your application)			
<u>Person at large former PEC of Solano County</u>			

Community Participation
(nature of activity and community location)

Other Board/Commission/Committee on which you serve/have served

PCC of Solano Co.

References

Please list three individuals familiar with your background

Full Name: Bianca Gonzales Relationship: Mental Health contact
Company: Napa Co. Mental Health Phone: 707-312-2403
Address:

Full Name: Karl Riedel Relationship:
Company: Phone: (415) 785-8744
Address:

Full Name: Carla Padilla Relationship: Staff South Napa Shelter
Company: South Napa Shelter Phone:
Address: 100 Hartle Ct. Napa, CA 94559

Name and Occupation of spouse within the last 12 months, if married (for Conflict of Interest purposes):

Please explain your reasons for wishing to serve, and in your opinion, how you feel you could contribute.

As a rider being dependant on public transportation for the most part have the insight to hopefully improve the current system of renter and future development.

Disclaimer and Signature

PLEASE NOTE THAT APPOINTEES MAY BE REQUIRED BY STATE LAW AND NVTACONFLICT OF INTEREST CODE TO FILE FINANCIAL DISCLOSURE STATEMENTS

Signature:

A handwritten signature in blue ink that reads "Lyall Abbott". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Date: 7/15/2024

I certify that I am not a member, former member, staff, or former staff of MTC or BATA. I further certify that I am not employed by any organization or person that has received or is receiving funding from MTC or BATA, and I am not a former employee nor contracted with any organization that has received or is receiving funding from MTC or BATA within the last year.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Michelin Mobility Intelligence Data License Agreement Contract Award

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) authorize the Executive Director to execute Agreement No. 24-C28 with Michelin Mobility Intelligence for countywide speed data collection and analysis in an amount not to exceed \$140,000.

EXECUTIVE SUMMARY

Napa Valley Transportation Authority (NVTA) applied and was awarded an Office of Traffic Safety (OTS) grant that will obtain driver behavior data and analytics from the Michelin Mobility Intelligence system. This data will provide driver behavior (hard breaking, speeding) which helps identify safety problems on the roadway. All the data obtained through the grant will be shared with local law enforcement and jurisdictions so solutions to reduce speeding and other roadway safety concerns can be identified.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Diana Meehan, Principal Planner
(707) 259-8327 / Email: dmeehan@nvta.ca.gov
SUBJECT: Michelin Mobility Intelligence Data License Agreement Contract Award

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) authorize the Executive Director to execute Agreement No. 24-C28 with Michelin Mobility Intelligence for countywide speed data collection and analysis in an amount not to exceed \$140,000.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The countywide Vision Zero Plan, adopted in October 2023 provides the foundation for moving towards zero roadway fatalities and serious injury crashes by 2030. The adoption of the plan was the first step towards implementing programs and policies that align with the Safe System Approach to improve roadway safety.

This Office of Traffic Safety (OTS) grant will cover state of the art driver behavior collection and analysis for the County of Napa and all six local jurisdictions within county boundaries. Data collected for the countywide Vision Zero plan indicates unsafe speed as a primary collision factor for killed and serious injury collisions (KSI) at 32 percent. While collision data is helpful in identifying roadway safety issues after they occur, this data doesn't provide an understanding of the type of behaviors such as speeding or erratic driving that take place prior to a collision, or when a collision goes unreported. NVTA and local police departments are interested in data collection and analysis of driver behaviors that result in the most severe collision types. In particular, those resulting in severe injuries or fatalities among vulnerable road users which make up 19 percent of KSI countywide.

Once the data is gathered and analyzed, NVTa staff will work with local law enforcement and jurisdiction staff on developing targeted solutions to reduce speeding countywide. The data will also be used to inform the Countywide Transportation, the Active Transportation Plan, and future Vision Zero plan updates.

The OTS grant award for \$139,900 will cover the cost of the data collection and analysis with MBI and some staff time needed to guide the development of solutions with agency partners. The grant requires the project begins in October 2024 and completes in September 2025. Staff will bring results of the data collection and analysis to the Board and other agency partners next fall.

ALTERNATIVES

The Board may choose to forego approving the contract and forfeit the Office of Traffic Safety Grant for the speed analysis.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 2: Improve system safety in order to support all modes and serve all users.

Data collection and analysis of speed zones within the county is in direct alignment with countywide vision zero goals for reducing severe and fatal roadway injuries. This analysis will provide insight on conditions in areas where extreme speeding is taking place to help identify solutions for mitigation before severe and/or fatal crashes occur.

ATTACHMENT

- 1) Agreement No. 24-C28 Michelin Mobility Intelligence Data License Agreement

Data License Agreement

This Data License Agreement (this “**Agreement**”), effective as of _____ day of _____, 2024, (the “**Effective Date**”), is by and between Michelin Mobility Intelligence, Inc., a Delaware corporation with offices located at 322 North Shore Drive, Suite 200, Pittsburgh, PA 15212, and its Affiliates (“**Licensor or CONTRACTOR**”), and Napa Valley Transportation Authority, a joint powers agency in the State of California with offices located at 625 Burnell Street, Napa, CA 94559, (“**Licensee or NVTA**”). Licensor and Licensee may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

RECITALS

WHEREAS, Affiliates means for either Party any corporation or other business entity which controls, or is controlled by, or is under common control with said Party. The terms “control” and “controlled by” as used with respect to any entity, means the ownership, directly or indirectly, of a majority of the assets or voting stock of such entity;

WHEREAS, Licensor collects, compiles, prepares, and processes data that customers use to help understand driving and road conditions, which service is offered to the public as a commercial service (collectively the “**Insights**”);

WHEREAS, the Insights are offered to the public as a commercial service called Safer Roads Mobility Insights, described in **Exhibit A** (the “**Service**”); and

WHEREAS, Licensor desires to license the Insights to Licensee, and Licensee desires to license the Insights from Licensor, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. License.

(a) License Grant. Subject to and conditioned on Licensee’s payment of Fees and compliance with all the terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-sublicensable, and non-transferable (except in compliance with Section 9(h)) license during the Term to use the Insights in connection with the Service solely for Licensee’s own internal purposes, which internal purposes shall be determined, managed, and implemented by Licensee.

(b) Use Restrictions. Licensee shall only use the Insights for its own internal purposes in connection with the Service during the Term and shall not disclose, release, distribute, or deliver the Insights, or any portion thereof, to any third party without Licensor’s prior written consent, including but not limited to any Affiliate of Licensee. Any purpose or use not specifically authorized herein is prohibited unless otherwise agreed to in writing by Licensor. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Insights, in whole or in part; (ii) rent, lease, lend,

sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Insights; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source of or method of preparation for the Insights or methods used to compile the Insights or Service, in whole or in part; (iv) make any attempt to identify any individual or obtain any personally identifiable information through its use of the Insights or Service; (v) remove any proprietary notices included within the Insights or Service; (vi) publish, enhance, or display any compilation or directory based upon information derived from the Insights or Service; or (vii) use the Insights or Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(c) Reservation of Rights. Licensor reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement. Nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Insights.

(d) Delivery. During the Term and subject to Licensee's cooperation with its obligations hereunder, Licensor shall deliver the Insights electronically, on tangible media or by other means, on a monthly basis to Licensee.

(e) Feedback, Services and Marketing. Licensor and Licensee agree to the obligations contained in **Exhibit A** related to feedback, services and marketing.

2. Fees and Payment.

(a) Fees. Licensee shall pay Licensor the fees ("Fees") under this Agreement a total amount not-to-exceed **\$134,000** provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered, as set forth in **Exhibit A** without offset or deduction. Licensee shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit A**. All payments for compensation shall be made only upon presentation by Licensor to Licensee of an itemized billing invoice in a form acceptable to the NVTA Director Administration, Finance and Policy which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NVTA Accounts Payable at 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvta.ca.gov, who after review and approval as to form and content, shall submit the invoice to the NVTA Director Administration, Finance and Policy no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that NVTA may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if Licensor is or becomes

a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be maintained on file with the Secretary of NVTA's Board of Directors at all times during the term of this Agreement in a form satisfactory to the NVTA Director Administration, Finance and Policy. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

3. Confidential Information and Data Security.

(a) Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Without limiting the foregoing, for purposes of this Agreement, the Insights and Service will be deemed Confidential Information of Licensor. Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving Party at the time of disclosure; (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (iv) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make required court filings. With the exception of the data provided by Licensor to Licensee as the Insights, on the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(b) Data Security. Licensee shall use all reasonable legal, organizational, physical, administrative, and technical measures, and security procedures to safeguard and ensure the security of the Insights and to protect the Insights from unauthorized access, disclosure, duplication, use, modification, or loss.

4. Intellectual Property Ownership. Licensee acknowledges that, as between Licensee and Licensors, Licensors own all right, title, and interest, including all intellectual property rights, in and to the Insights and Service. Licensee further acknowledges that: (a) the Insights constitute collectively and individually original compilations protected by United States copyright laws; (b) Licensors have dedicated substantial resources to collect, manage, and compile the Insights and Service; and (c) the Insights and Service constitute trade secrets of Licensors. Licensors may terminate this Agreement without advance notice to Licensee or an opportunity for Licensee to cure and without further obligation or liability if Licensee contests any of Licensors' right, title, or interest in or to the Insights or Service, including without limitation, in a judicial proceeding anywhere throughout the world.

5. Disclaimer of Warranties. THE INSIGHTS AND SERVICE ARE PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE INSIGHTS OR SERVICE, OR ANY PRODUCTS OR RESULTS OF THEIR USE, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S/CUSTOMER'S/ENTITIES' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

6. Indemnification.

(a) Licensors Indemnification.

(i) Licensors shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, or costs (including reasonable attorneys' fees) ("**Losses**") incurred by Licensee resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that Licensee's use of the Insights or Service infringes or misappropriates such third party's US intellectual property rights, provided that Licensee promptly notifies Licensors in writing of the claim, cooperates with Licensors, and allows Licensors sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Licensee agrees to permit Licensors, at Licensors' sole discretion, to (A) modify or replace any such infringing material to make it non-infringing, or (B) obtain rights to continue use.

If Licensor determines that none of these alternatives is reasonably available, Licensor may terminate this Agreement, in its entirety or with respect to the affected part or feature of the Insights, effective immediately on written notice to Licensee.

(iii) This Section 6(a) will not apply to the extent that the alleged infringement arises from (A) use of the Insights in combination with data, software, hardware, equipment, or technology not provided by Licensor or authorized by Licensor in writing or (B) Licensee's violation of Section 1(b) of this Agreement.

(b) Licensee Indemnification. Licensee shall indemnify, hold harmless, and, at Licensor's option, defend Licensor from and against any Losses resulting from any Third-Party Claim based on Licensee's: (i) negligence or willful misconduct; (ii) breach of any of the provisions of this Agreement; (iii) violation of or noncompliance with any laws, regulations or ordinances; or (iv) use of the Insights or Service in a manner not authorized by this Agreement, provided that Licensee may not settle any Third-Party Claim against Licensor unless such settlement completely and forever releases Licensor from all liability with respect to such Third-Party Claim or unless Licensor consents to such settlement, and further provided that Licensor shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice. Licensee agrees and acknowledges that Licensee has independently determined its need for and method of use for the Insights and Service in connection with Licensee's own review of the Insights and Service. Licensor hereby agrees to make commercially reasonable efforts to achieve the dismissal of any claims or litigation which may be brought against Licensor (whether as the sole defendant or as a co-defendant or otherwise) relating to Licensee's use of the Insights or Service.

(c) Sole Remedy. THIS SECTION 6 SETS FORTH LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE INSIGHTS INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

7. Limitations of Liability. IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (b) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (c) LOSS OF GOODWILL OR REPUTATION, (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA OR BREACH OF DATA OR SYSTEM SECURITY, (e) CONSEQUENCES OF LICENSEE'S USE, NON-USE, OR MIS-USE OF THE INSIGHTS OR SERVICE, OR (F) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH

LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO LICENSOR UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8. Term and Termination.

(a) Term. The twelve (12) month term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect for twelve (12) months from such date (the "**Term**").

(b) Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(i) Licensor may terminate this Agreement, effective on written notice to Licensee, if Licensee: (A) fails to pay any amount when due hereunder, and such failure continues more than 30 days after Licensor's delivery of written notice thereof; (B) breaches any of its obligations under Section 1(b) or Section 3; or (C) fails to provide adequate assurances of payment (for example, where insufficient funds are appropriated or allocated by Licensee to cover the applicable license Fees).

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting Licensee's obligations under Section 3, Licensee shall cease using the Service. No

expiration or termination will affect Licensee's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Licensee to any refund.

(d) Survival. Any rights, obligations, or required performance of the parties in this Agreement which, by their express terms or nature and context are intended to survive termination or expiration of this Agreement, will survive any such termination or expiration, including the rights and obligations set forth in this Section 8(d) and Section 2, Section 3, Section 4, Section 5, Section 7, and Section 9.

9. Miscellaneous.

(a) Reliance. Licensee acknowledges that the Insights and any other data, information, alerts, reporting, reviews and recommendations provided by Licensor pursuant to this Agreement is for informational purposes only and should not replace any routine business processes or the business judgement of Licensee. Licensee is responsible for all actions (or inactions) in response to the Insights and any alerts, reporting, and/or recommendations. Licensor shall not be liable for any damage or loss related to such reliance.

(b) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference. No additional terms, conditions, or provisions of any type shall apply unless expressly set forth or specifically referenced in this Agreement.

(c) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by each Party from time to time in accordance with this Section). The Parties shall deliver Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(d) Force Majeure. In no event shall Licensor be liable to Licensee, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Licensor's reasonable control, including but not limited to acts

of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, epidemic, pandemic, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(e) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(g) Governing Law; Submission to Jurisdiction.

(1) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(2) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

(h) Assignment. Parties may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of either Party, which

consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

(i) Anticorruption Policies. Each Party acknowledges having a “zero tolerance” policy regarding anticorruption and influence peddling and undertakes to comply with applicable laws and regulations regarding the fight against corruption. Each Party undertakes to have or to implement and maintain an anticorruption compliance program, adapted to its own situation and able to detect corruption and promote a culture of integrity in its organization. Each Party undertakes to refrain from (1) offering, promising or giving, and from (2) attempting or conspiring to offer, promise or give, any undue pecuniary or other advantage, whether directly or through intermediaries, to a public or private official or representative for that official or representative or for a third party, in order that the official or representative act or refrain from acting in relation to the performance of official duties, in order to obtain or retain business or other improper advantage. Compliance audits can be done by the Licensor to ensure the respect of the above commitments. In case of a failure by the Licensee to respect the above commitments, the Licensee undertakes to immediately inform the Licensor and to attempt to correct the deficiency in a reasonable timeframe. Nevertheless, the Licensor reserves the right to take any appropriate measure, including termination of the Agreement.

(j) Export Regulation. The Insights or Service may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the Insights to, or make the Insights accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Insights available outside the US.

(k) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 3 or, in the case of Licensee, Section 1(b) would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(l) Conflict of Interest.

(1) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to NVTA and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as NVTA may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTA relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, NVTA may terminate this Agreement immediately upon giving written notice without further obligation by NVTA to CONTRACTOR under this Agreement.

(2) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the NVTA Executive Director has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under NVTA's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

(m) Access to Records/Retention. NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least three (3) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

(n) Attorney's Fees. In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

(o) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this

Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Michelin Mobility Intelligence, Inc.

By: _____

Name: _____

Title: _____

NVTA

By: _____

Name: _____

Title: _____

EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

A. DESCRIPTION OF INSIGHTS: Safer Roads Mobility Insights shall include but not limited to:

- **Service:** Six (6) months of countywide data plus Speed, Driving Behavior, and Before & After analyses.

Driving Behavior Events include:

1. **Phone Handling**—Algorithm that detects when the phone is unlocked and is being actively handled.
 2. **Speeding** – Excessive speeding events are captured on the edge when drivers are exceeding 80mph. Contextual speeding events are calculated from the data itself.
 3. **Harsh Braking**—Captured on the edge when the driver is decelerating more than -7.1mph/s. Event is captured for the entirety of the time they are beyond -7.1mph/s.
 4. **Harsh Acceleration**—Captured on the edge when the driver is accelerating more than 7.1mph/s. Event is captured for the entirety of the time they are beyond 7.1mph/s.
 5. **Suspected Collision**—AI/ML recognition of the signature of a severe collision. Trained on crash data and insurance claims
- **Temporal Scope:** APR, MAY, JUN 2023 + APR, MAY, JUN 2025
 - **Geographic Scope:** Napa County, California

B. FEES: As per cost proposal dated 1/25/24.

Six (6) months of data for Napa countywide	\$ 72,000
Speed severity ranking and insights	\$ 18,000
Locations of unsafe driving behavior	\$ 21,000
Before & After study	\$ 23,000
TOTAL COST	\$134,000

- ***The total amount to be paid to the CONTRACTOR for the scope of work defined in EXHIBIT A shall not exceed the total amount of \$134,000.***
- *Maximum payments under this Agreement shall not be construed as guaranteed sums.*
- *CONTRACTOR shall be paid for actual services rendered.*
- *CONTRACTOR shall submit an invoice for payment (Net 30 Days) based on completion of task/deliverable performed.*

C. **FEEDBACK:** Mutual feedback between Licensee and Licensor throughout the Term to the mutual benefit of both parties (i.e. regular feedback on the Insights and Service from Licensee and iteration by Licensor).

D. **SERVICES:** Consulting and support services to be provided by Licensor business and Data Science teams throughout the Term to help Licensee better leverage, understand, and integrate the Insights for Licensee's permitted uses. Licensee shall make all decisions relating to the ways in which Licensee shall implement, use, and integrate the Insights and Service.

E. **MARKETING & PROMOTION:** Licensee and Licensor mutually agree to devote reasonable marketing efforts to visibility for Licensee's innovations in favor of road safety. Such marketing shall not imply that any decisions relating to road safety are made by Licensor. To include such activities as, but are not limited to, written testimonials, recorded testimonials, webinars, press releases, industry white papers.

CONTRACTOR must obtain NVTAs approval prior to performance for any additional services or task performances, and their associated costs not listed in the scope of work (Exhibit A).



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Memorandum of Understanding (MOU) with the County of Napa for Emergency Response Services

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the Memorandum of Understanding (MOU) with the County of Napa to memorialize the intention of the parties to work together, on a continuing and lasting basis, toward maximum cooperation and mutual assistance during emergencies as directed by the County's Office of Emergency Services to provide transportation-related services.

EXECUTIVE SUMMARY

During times of declared disasters or emergencies, the Napa Valley Transportation Authority works in the County's Emergency Operations Center (EOC) as the transportation branch under the logistics section. NVTA has provided emergency transportation services during wildfire evacuations and meal delivery service during the COVID-19 pandemic.

This action will approve a MOU with the County of Napa that will allow the agencies to have a reoccurring and consistent MOU and avoid having to create a new one with each declared emergency.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Libby Payan, Senior Program Planner/Administrator
(707) 259-8782 / Email: lpayan@nvta.ca.gov

SUBJECT: Memorandum of Understanding (MOU) with the County of Napa for
Emergency Response Services

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the Memorandum of Understanding (MOU) with the County of Napa to memorialize the intention of the parties to work together, on a continuing and lasting basis, toward maximum cooperation and mutual assistance during emergencies as directed by the County's Office of Emergency Services to provide transportation-related services.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Napa County is in the process of updating its Emergency Operations Plan. As part of the planning process, County staff has been evaluating various aspects of the EOC and whether or not the County has existing MOUs with various agencies they partner with when the EOC is activated. Access and Functional Needs are a significant component of planning and preparedness, especially for the California Office of Emergency Services.

Upon review, the only existing emergency response MOUs between the Napa Valley Transportation Authority and the County of Napa are those that were created while the disaster unfolds. To be more proactive, NVTA and the County have created a comprehensive MOU (Attachment 1) to cover all emergencies and disasters moving forward rather than of creating a new agreement for each emergency.

ALTERNATIVES

If not approved, the County and NVTa would need to sign and agree to MOUs during emergencies, rather than proactively having an agreement already in place.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1: Serve the transportation needs of the entire community regardless of age, income, or ability.

- The MOU will allow NVTa to respond to emergencies and aid the entire community in an efficient and timely manner.

ATTACHMENT

- 1) Draft Memorandum of Understanding between Napa County and the Napa Valley Transportation Authority for Mutual Aid

NAPA COUNTY AGREEMENT NO. _____

**MEMORANDUM OF AGREEMENT BETWEEN NAPA COUNTY
AND THE NAPA VALLEY TRANSPORTATION AUTHORITY
FOR MUTUAL AID**

This Memorandum of Understanding (“MOU”) for mutual aid is entered into by and between NAPA COUNTY, a political subdivision of the State of California, by and through its Executive Officer/Director of Emergency Services, hereinafter referred to as “COUNTY,” and the NAPA VALLEY TRANSPORTATION AUTHORITY (“NVTa”) or individually a “Party,” or together, the “Parties.” This MOU shall set forth the types and terms of collaborative services between COUNTY and NVTa.

RECITALS

WHEREAS, Napa County is susceptible to serious local and major regional emergencies, including earthquakes, fires, and floods that could interrupt normal public transit services; and

WHEREAS, COUNTY, through the Napa County Office of Emergency Services, is responsible for the mitigation, recovery, and response to all natural and man-made disasters; and

WHEREAS, it is desirable that the parties hereto should voluntarily aid and assist each other in the event that a disaster or emergency should occur, by the interchange of services and facilities, including, but not limited to transportation services and facilities, to cope with the problems of rescue, relief, evacuation, rehabilitation, and reconstruction which would arise in the event of a disaster; and

WHEREAS, pursuant to the local, state, and federal Emergency Services Codes and Acts, COUNTY, through the Napa County Executive Officer and the Sheriff/Director of Emergency Services as designee will enter into an agreement for transportation to be provided during any request for service deemed within the events set forth in Emergency Operations Plans; and

WHEREAS, COUNTY through the County of Napa Office of Emergency Services maintains the County’s Emergency Operations Plan which identifies the transportation during mass evacuations as the Napa Valley Transportation Authority; and

WHEREAS, Napa County Office of Emergency Services and the Director of Emergency Services have the authority to activate the Emergency Operations Center; and

WHEREAS, the Emergency Management Mutual Aid Plan delineates the current state policy concerning Emergency Management Mutual Aid; and

WHEREAS, the Emergency Management Mutual Aid Plan describes the standard procedures used to acquire emergency management mutual aid resources and the method to ensure coordination of emergency management mutual aid planning and readiness; and

WHEREAS, the Napa County Office of Emergency Services is the Operational Area Emergency Management Mutual Aid Coordinator; and

WHEREAS, in the case of an emergency and when requested by the Napa County Director of Emergency Services, the Board of Directors of NVTA and COUNTY desire to work together as appropriate to provide emergency assistance in the situations mentioned above.

TERMS

NOW, THEREFORE, COUNTY AND NVTA hereby agree to the following MOU:

- 1) **PURPOSE.** This Memorandum of Understanding (“MOU”) is intended to memorialize the intention of the parties to work together, on a continuing and lasting basis, toward maximum cooperation and mutual assistance in the areas of transportation emergency management. To the maximum extent possible, as outlined below, the parties will develop joint programs for coordination, communication, planning, training, conducting exercises, and responding to disasters impacting the parties to this MOU. It is hereby understood that this MOU shall not supplant pre-existing mutual aid agreements nor deny the right of any agency hereto to negotiate other mutual aid agreements. This MOU is for the benefit of the signatory agencies only and no other person or entity shall have any rights whatsoever under this MOU as a third party beneficiary.
- 2) **DEFINITION.**
Emergency. For purposes of this MOU, "Emergency" means a condition of disaster, calamity, or catastrophe (both natural and man-made) arising in a portion or entire area of operations of one or more of the Parties to this MOU which is, or is likely, to be beyond the control and response capabilities of the services, personnel, equipment, and facilities of the affected Parties. Examples include but are not limited to floods, urban and wild fires, earthquakes, and acts of terrorism.
- 3) **TERM.** The MOU is effective as of July 23, 2024, and shall remain in effect until modified or terminated by any one of the Parties.
- 4) **SERVICES BY NVTA.** During an Emergency, NVTA, to the extent NVTA resources and equipment are available and not otherwise committed or obligated, agrees to provide services, and equipment, including but not limited to VINE transit services at the request of the Director of Emergency Services. Such includes services provided by NVTA’s contractor Transdev, which operates the VINE transit services on behalf of NVTA.
- 5) **ASSIGNMENTS.** All work assignments due to an Emergency will be given to NVTA, or Contractor, by COUNTY’s Director of Emergency Services or designee.

- 6) **AMENDMENTS.** Any provision of this Agreement may only be modified, altered or rescinded only by written amendment to this Agreement executed by all of the Parties; however, the Agreement as a whole may only be rescinded in compliance with Section 8, Termination, below.
- 7) **NOTICES:** All notices, claims, correspondence, reports, and/or statements authorized or required by this MOU shall be addressed as follows:

COUNTY County of Napa-Office of Emergency Services
1535 Airport Blvd
Napa, CA 94558
Email:
emergencyservices@count
yofnapa.org
Phone: (707) 299-1592

NVTA Kate Miller
Executive Director
625 Burnell Street,
Napa, CA 94559
Email: kmiller@nvta.ca.gov
Phone: 707-259-8634

- 8) **TERMINATION:** This MOU may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this MOU on behalf of COUNTY for the convenience of COUNTY.
- 9) **LIABILITY AND HOLD HARMLESS.** Pursuant to Government Code section 895.4 and federal and state requirements, whenever mutual aid assistance is provided – except for liabilities arising from gross negligence or intentional conduct on the part of mutual aid partners, the Borrowing Organization shall assume the defense of, fully indemnify and hold harmless the Lending Organization, including its directors, supervisors, officers, and employees from all claims, losses, damages, injuries, and liabilities of every kind, nature and description directly or indirectly arising from the negligent or wrongful acts of the Borrowing Organization in connection with work rendered hereunder, including but not limited to negligent or wrongful use of Loaned Items, or faulty workmanship or other negligent acts, errors or omissions by the Borrowing Organization, or by loaned personnel.

Each Party to this MOU shall give to the others prompt and timely written notice of any claim made, or any suit instituted, coming to its knowledge which in any way, directly, or indirectly, contingently or otherwise, affects or might affect one or more of the other Parties. Each Party shall have the right to participate in the defense of the same to the extent of its own interest.

NVTA, its officers and employees, and Contractor, and its officers and employees, rendering aid due to the Emergency shall be considered as acting on behalf of the County for the purpose of those immunities set forth in Government Code sections 8655 et. seq.

- 10) **INDEPENDENT CONTRACTOR:** NVTA is an independent contractor, with its employees working under their own supervision and direction, and they are not representatives or employees of COUNTY. NVTA agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this MOU.
- 11) **INSURANCE:** Each party shall be responsible for its own actions or omissions and those of its employees. Each party shall be individually responsible for providing insurance coverage in accordance with its existing employee and volunteer policies and practices. Each party shall maintain its own equipment in safe and operational condition.

12) SPECIAL TERMS:

- a) NVTA shall comply with those requirements set forth in the [FEMA Contract Provisions](https://www.fema.gov/sites/default/files/documents/fema_contract-provisions-guide_6-14-2021.pdf) (https://www.fema.gov/sites/default/files/documents/fema_contract-provisions-guide_6-14-2021.pdf) or other applicable requirements, should the Federal Provisions apply, and any other applicable federal, state, or local requirements subsequently deemed applicable to the work completed in connection with this MOU.
- b) In the case of deployment due to an Emergency, NVTA shall document all work done in connection with this MOU and utilize FEMA project identification codes as directed by the Napa County Auditor and/or the Director of Public Works.
- c) COUNTY shall reimburse all reasonable costs associated with the NVTA for mutual aid assistance during a declared Emergency.
- d) COUNTY will not reimburse any costs if NVTA self-deploys without receiving prior authorization to activate by the Director of Emergency Services.
- e) This MOU in no way restricts either Party from participating in any activity with other public or private agencies during an Emergency.
- f) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this MOU was executed by the parties hereto as of the date first above written.

NAPA COUNTY, a political subdivision of
the State of California

By _____
JOELLE GALLAGHER, Chair of the
Board of Supervisors

“COUNTY”

NAPA VALLEY TRANSPORTATION
AUTHORITY

By _____
MARK JOSEPH, Chair of the Board of Directors

“NVRTA”

APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley</u> Date: <u>June 11, 2024</u> PL Doc No: 111872.5	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Amendment to Agreement with Park Engineering for the St Helena to Calistoga Napa Valley Vine Trail Project

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Amendment No. 3 to NVTA Agreement No. 21-21-CM02 with Park Engineering for Construction Management and Inspection Services (Attachment 1) in an amount not to exceed \$86,000 bringing the total contract amount to \$1,150,233.

EXECUTIVE SUMMARY

In March 2022, Park Engineering was contracted for construction management and inspection services on the Vine Trail – St. Helena to Calistoga project, with an initial contract of \$674,233. Due to unforeseen challenges, including underground utility conflicts, archaeological discoveries, and design errors, the contract was extended and amended twice, raising the value to \$1,064,233. The trail, which opened in August 2024, required intensive contractor work during the final months of construction, demanding an unanticipated amount of construction oversight from Park Engineering. To cover the remaining project closeout activities, staff recommends a final contract amendment of \$86,000, bringing the total to \$1,150,233. Without this amendment, NVTA would need to assume these responsibilities, risking delays in construction contract and grant closeout and potential audit issues.

FISCAL IMPACT

Yes. The additional \$86,000 for construction management and inspection services will be funded by the project's approved construction budget.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Grant Bailey, Program Manager – Engineer
(707) 259-5951 / Email: gbailey@nvta.ca.gov
SUBJECT: Amendment to Agreement with Park Engineering for the St Helena to Calistoga Napa Valley Vine Trail Project

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Amendment No. 3 to NVTA Agreement No. 21-21-CM02 with Park Engineering for Construction Management and Inspection Services (Attachment 1) in an amount not to exceed \$86,000 bringing the total contract amount to \$1,150,233.

COMMITTEE RECOMMENDATION

None

BACKGROUND

In March 2022, Park Engineering was contracted to provide construction management and inspection services for the Vine Trail – St. Helena to Calistoga project, with an initial contract amount of \$674,233. Since then, the Board has approved two amendments totaling \$390,000, bringing the current contract value to \$1,064,233. These amendments were necessary to address construction challenges such as underground utility conflicts, archaeological discoveries, and design errors, which resulted in an extension of the construction contract duration.

On August 17, 2024, the Vine Trail opened to the public, adding 8 miles of Class I trail connecting St. Helena and Calistoga. Achieving this milestone required significant effort, with the contractor working ten-hour shifts, six days a week, from May to August 2024. NVTA and Park Engineering did not anticipate this intensive work schedule, which required Park to expend additional hours and budget to manage and monitor contract

work, ensuring contract compliance. As a result, the current Construction Management and Inspection budget is insufficient to cover the additional effort needed in the final months of construction.

To ensure Park Engineering has adequate budget to monitor project closeout activities and organize final project documentation, staff recommends authorizing a third and final contract amendment. This amendment would increase the contract value by \$86,000, bringing the total to \$1,150,233.

ALTERNATIVES

Not amending the Construction Management and Inspection contract with Park Engineering will require NVTa staff to assume construction management and inspection responsibilities for all remaining work as well as gather and submit final project documents for the closeout of State and Federal grants. NVTa currently lacks the necessary staff resources to effectively perform these duties, which could result in delays and additional costs in closing out the grants and potentially leave the agency unprepared for an audit.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

Continuing to use Park Engineering as a consultant is more economically viable than hiring full time employees with the qualifications needed to perform construction management and inspection.

ATTACHMENT(S)

- (1) Amendment No. 3 to Construction Management Services Agreement No. 21-21-CM02 with Park Engineering

**PROJECT WORK ORDER NO. 21-21-CM02
ON-CALL CONSTRUCTION MANAGEMENT/
BIOLOGIST/ARCHEOLOGIST AND MATERIAL
TESTING SERVICES**

PROJECT NAME: NAPA VALLEY VINE TRAIL – ST HELENA TO CALISTOGA

PROJECT MANAGER: GRANT BAILEY, PE, Program Manager - Engineer
E gbailey@nvtta.ca.gov | T 707.259.5951

CONSULTANT DESIGNATED TEAM MEMBERS:

- PARK ENGINEERING, INC. - See Fee Schedule/Cost Proposal (EXHIBIT B) of the Agreement.

Consultant will independently and at its own discretion and liability enter into agreement with sub-consultant(s) listed in their proposal for any services required to complete the project as described in the scope of work.

SCOPE OF SERVICE: Provide professional construction management and inspection services for the Napa Valley Vine Trail – St Helena to Calistoga project (RFP #21-08) as described in the scope of services (EXHIBIT A, A-1, and A-2) of the Agreement.

- WHEREAS IN JANUARY 2023 THE BOARD APPROVED A BUDGET REVISION OPTING OUT OF THE MATERIAL TESTING AND REDUCING PROJECT AMOUNT TO \$674,233;
- WHEREAS IN OCTOBER 2023 NVRTA REQUIRED CONTRACTOR TO PERFORM ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES INCREASING THE CONTRACT VALUE TO \$894,233;
- WHEREAS IN MAY 2024 NVRTA REQUIRED CONTRACTOR TO PERFORM CONTINUED CONSTRUCTION SERVICES DUE TO UNFORESEEN CONSTRUCTION CHALLENGES INCREASING THE CONTRACT VALUE TO \$1,064,233 (A#2);
- WHEREAS NVRTA REQUIRED CONTRACTOR TO INTENSIFY CONSTRUCTION MANAGEMENT OVERSIGHT DURING THE FINAL MONTHS OF CONSTRUCTION AND TO RESTORE PROJECT COMPLETION TIMELINE PREVIOUSLY CHALLENGED BY UNANTICIPATED DELAYS;
- WHEREAS CONTRACTOR WAS ABLE TO PROVIDE THE REQUESTED SERVICES ASSOCIATED WITH PROJECT CLOSEOUT ACTIVITIES AND ITS COMPLETION IN THE AMOUNT OF \$86,000, INCREASING THE PROJECT WORK ORDER TO A NTE AMOUNT TO \$1,150,233; AND
- WITH THE EXCEPTION OF THE ABOVE, ALL TERMS AND CONDITIONS AS AGREED TO IN THE PROJECT WORK ORDER REMAIN IN FULL FORCE AND EFFECT.

START DATE: MAY 1, 2022

COMPLETION DATE: DECEMBER 31, 2024 (A#1)

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: NTE \$1,064,233 (A#2)

NEW NOT-TO EXCEED AMOUNT FOR THIS PROJECT: \$1,150,233

CHARGE NUMBER FOR PAYMENT: CMA 8300 8309000 55 _____ CIP #22303

ACCOUNT INFO TBD AND ENTERED UPON RECEIPT OF INVOICE

TERMS AND CONDITIONS: This Amendment No. 3 to Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the Master Agreement with CONTRACTOR dated *NOVEMBER 1, 2021*, which terms are hereby incorporated and made part of this Project Work Order.

NVRTA

By: _____
KATE MILLER, Executive Director Date

Approved as to Form	
By: _____	NVRTA General Counsel
Date: _____	

CONTRACTOR
Park Engineering, Inc.

By: _____
JAEMIN PARK, PE, President Date



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Active Transportation Advisory Committee (ATAC) Member Appointments

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the appointments of Jason Dominici and Caitlin Ochoa-Llamas, both representing the County of Napa, to the ATAC for a two (2) year term.

EXECUTIVE SUMMARY

The ATAC is made up of eleven members with representation that mirrors the voting structure of the NVTA Board. Committee structure consists of four members representing the City of Napa, two members representing the County of Napa, two members representing the City of American Canyon, one member representing the Town of Yountville, one member representing the City of St. Helena, and one member representing the City of Calistoga. Board action would appoint two new members to serve on the Active Transportation Advisory Committee.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kathy Alexander, Senior Administrative Technician
(707) 259-8627 / Email: kalexander@nvta.ca.gov
SUBJECT: Active Transportation Advisory Committee Member Appointments

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the appointments of Jason Dominici and Caitlin Ochoa-Llamas, both representing the County of Napa, to the ATAC for a two (2) year term.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The County of Napa has two (2) representatives on the NVTA Active Transportation Advisory Committee (ATAC). One position expired in August 2024, the other has been vacant since 2022 despite ongoing active recruitment by NVTA and the County. The County of Napa Board of Supervisors approved the appointments of Jason Dominici and Caitlin Ochoa-Llamas at their September 10, 2024 meeting to serve as representatives on the ATAC for a two-year term.

Mr. Dominici is a resident of the City of Napa and has been an actively involved in various community organizations and is interested in serving on the ATAC to be more involved in supporting safe walking/biking paths and trails throughout the County. Ms. Ochoa-Llamas is also a resident of the City of Napa, and believes viable bicycling and walking transportation options is essential for improving quality of life for residents, reduce traffic congestion, and preserving the environment.

ATAC has three (3) remaining openings; one member representing the City of American Canyon and two representing the City of Napa. NVTA staff is actively recruiting to fill this opening.

ALTERNATIVES

The Board could decide not to approve these appointments, which would leave additional vacancies on the ATAC.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1 – Serve the transportation needs of the entire community regardless of age, income, or ability.

The NVTA ATAC committee advises the Board on matters pertaining to the active transportation needs of the community and supports efforts towards sustainable transportation goals in the Valley.

ATTACHMENTS

- (1) Jason Dominici Application (redacted)
- (2) Caitlin Ochoa-Llamas Application (redacted)

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa Valley Transportation Authority (NVT) Active Transportation Advisory Committee (ATAC): Submitted

Category of Membership for Which You Are Applying

County Seat

Profile

Jason
First Name

B
Middle
Initial

Dominici
Last Name

[REDACTED]
Email Address

[REDACTED]
Home Address

Suite or Apt

Napa
City

CA
State

94558
Postal Code

Which supervisorial district do you reside in? *

☒ District 2

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.

Home: [REDACTED]
Primary Phone

GIGG IP Solutions
Employer

Owner/Principal
Job Title

IT
Occupation

Education/Experience

BS -University of the Pacific - Business - Minor Biology 25+ Years HighTech, Building Automation, Telecom, Cloud

Name and occupation of spouse within the last 12 months, if married. (For conflict of Interest purposes)

Megan Dominici - Director of Outreach - Justin Siena High School

Resume

[Jason DominiciResume_112823.pdf](#)

Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Bernie Narvaez - Narvaez Insurance Services - City of [REDACTED] an - [REDACTED]
Mike Bas [REDACTED] Small Business Development - [REDACTED] Paul Oseso - Aegis
Living - [REDACTED]

Community Participation

Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.

I have a strong connection to the Napa County community through a multi-generation Napa family. I have direct experience using the streets, trails and parks for running, biking, and walking. I have a strong civic and service oriented mindset shown through volunteering for many city activities and working with many non-profits. My background is not in public policy, transportation or municipal planning but I have shown related experience in my career in the IT and Technology section where I have done research, planning, development, and implementation for hundreds of clients. I believe my strong communication skills, pragmatic approach, along with a large base of connections will help me in my duties on the committee.

Nature of activity and community location

Rotary Club of Napa Sunrise 18 years (President, Secretary, International Director), Patrick Savage Foundation Board Member, Honorary Commander Travis Air Force Base, Grad Nite Volunteer, Junior Achievement Volunteer, North Bay BMX Volunteer, Napa United Soccer Coach, Napa Little League Coach, Napa Force Lacrosse Volunteer, Vintage High School Athletics Volunteer, Vintage High School Choir Volunteer, Justin Siena High School Athletics Volunteer, The GIGG

Other County Board/Commission/Committee on Which You Serve/Have Served

None

Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)

None

Electronic Signature Agreement

I meet the criteria required to serve in this position.

☒ Yes ☐ No

I declare under penalty of perjury that the foregoing is true and correct.

☒ Yes ☐ No

Please Agree with the Following Statement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I Agree

Electronic Signature (First M. Last)

Jason B Dominici

Date

8/27/24

Jason Dominici

A Cloud, Communication, Connectivity Expert helping customers with today's UCaaS, CCaaS, Wireline, Wireless, Communication & IT Managed Service needs.

Phone:

Address:

Napa, CA 94558

Website:

www.linkedin.com/in/jdominici

Email:

*PROFESSIONAL PROFILE

A congenial and persuasive professional with and a great working knowledge of sales, marketing, project management, HR, finance and operations. Articulate and customer-oriented individual adept at building solid, long-term relationships with clients that lead to repeat business. Enterprising and creative team player proficient at developing innovative programs. Strong background in equipment, telecommunications, network connectivity, SaaS and IT-managed services with excellent analysis and presentation skills.

* EXPERIENCE

February 2022 -
Present

GIGG IP Solutions Owner Principal

Consultant with clients to determine their telecom needs for UCaaS, CCaaS, Connectivity and Network Security. Once needs are determined I work with suppliers to help negotiate and bring the right options to the table for the customer. Upon contract finalization, I provide implementation and project management support. After implementation, I provide ongoing support of the service with the customer.

July 2019 -
February 2022

Mitel Agent Channel Manager - Northern CA, Northern NV & HI

Managing the Mitel relationship for our highly motivated partners and agents. Drive business by generating lead generation through direct contact, training, business planning, marketing campaigns, webinars, demos, in-person meetings and conferences. Work across teams to get customer service and sales needs for my agent community. Work to expand my broad-based industry knowledge to be a trusted advisor to agent business partners.

- 95% of individual 2020 Quota

- 105% of individual 2019 Quota

April 2017 - July
2019

TPx Communications (Formerly TelePacific Communications) Enterprise Business Consultant/Strategic Partner Manager

Develop a sales pipeline of UCaaS, Collaboration, Contact Center, Cloud, Data Center, IT Managed Services and Network Connectivity solutions with Enterprise, SLED and medium businesses. Engage with potential customers after developing a funnel of prospects through networking, direct contact, nurturing programs and being a recognized resource in my industry.

I have also developed an exclusively relationship with NWN Corporation to manage our collaborative efforts to sell into the State of California, local government and education as well as other national customers. I engage to provide the necessary data/internet

infrastructure to overlay VoIP, UCaaS, VaaS, SaaS, Collaboration etc.

- 240% of 1st Qtr 2019 Contracted Revenue Goal
- 102% 2018 Contracted Sales
- 2015, 2017 Presidents Cabinet Honoree
- #1 Billed Sales 2017 - \$4 Million in Total Contracted Value (145 Total Direct Reps)
- #3 Contracted Sales 2017
- #5 Contracted Sales 2016
- #5 Billed Sales 2015
- Awarded NWN Corporation - "2015 Carrier Partner of the Year"

October 2014 -
May 2017

TelePacific Communications

Strategic Partner Manager/Enterprise Business Consultant

Develop a sales pipeline of Data, Internet & Voice connectivity services as well as Hosted PBX, Data Center and Cloud UCaaS/SaaS. Engage with potential customers after developing a funnel of prospects through networking, direct contact and being a recognized resource in my industry. I have developed and exclusive partner to manage our collaborative efforts to sell into the State of California, local government and education. I engage to provide the necessary data/ internet infrastructure to overlay VoIP, UCaaS, VaaS, SaaS, Collaboration etc. Through this relationship I act as the main manager for coordinating our provisioning, technical support, IP engineering, network support and routine account management.

March 2008 -
September 2014

TelePacific Communications

Direct Sales Manager

Managing the daily activities of 6 to 7 direct business Account Executives and an annual total contracted value budget of \$5.9 Million.

- 2013 finished 5th out of 22 sales teams percent to quota
- 2012 finished 7th out of 21 sales teams percentage of quota after 12% rise in quota
- 2011 finished 3rd out of 21 teams percentage to quota

Drive daily customer activity appointment setting through cold calls, door knocks and developing networking partners. Provide strategic direction of TelePacific goals and sales targets. Lead team through change with positive reinforcement and consistent hard work. Work with Sr. AE's to provide negotiation input and utilize internal resources close business while maximizing margin for TelePacific. Perform weekly team meeting to review team goals as well as sales and product training. Assist account executives at customer meetings weekly. Provide sales and activity reporting to upper management weekly and monthly. Excellent knowledge of both voice and data circuits such as PRI, SIP, Ethernet, MPLS, VLAN, Cloud, Data Center, Disaster Data Storage and Recovery, Hosted PBX, Managed Services and SaaS.

March 2006 -
2008

TelePacific Communications

Sr. Account Executive

Hunting sales position focused on generating sales of wire line voice (PRI, Supertrunk, Analog, POTS and T1), data (Private Line, MPLS, Colocation) and internet services (DIA T1, Integrated T1, Ethernet).

- Achieved 47% growth in 2007 over 2006 billed revenue.

- Top 25% sales ranking with the average tenure of that sales group being 5+ years.

Developed networking relationships with other B2B sales professionals within the industry and outside the industry creating referral business. Developed monthly marketing newsletter to all vendor base. Created an online website to help develop the Jason Dominici and TelePacific brand.

July 2003 -
March 2006

Verizon Wireless Business Account Executive

Generated sales for wireless voice and data products in a regional territory; while managing current customer base.

- 2005 results 94% of new business quota and 101% of repeat business quota.
- 1st (150%) and 3rd (119%) Quarter 2005 Achiever Circle Winner.

Handle customer service and account management role with current base. Participate in developing marketing opportunities such as business and association phone fairs. • CDMA, GSM, EVDO, 3G

December 1999 -
July 2003

BioView.com a Monster.com Company National Sales Manager

Performed national sales duties for a popular Internet career property focused on biotechnology and pharmaceutical jobs.

- Increased annual advertising sales from \$200K to over \$800K
- increased company representation from 30 to over 120 companies in just two years.

Responsibilities included developing sales plans and promotional programs; developing a group of sales reps; initiating cold calls for new business and following up on renewals; managing accounts and providing customer service; and managing and attending trade shows. Actively participated in developing BioView.com's strategic direction. Instrumental in growing BioView.com prior to it being purchased by Monster.com.

February 1998 -
December 1999

SimplexGrinnell Business Alarm & Detection Consultant

March 1997 -
February 1998

IKON Office Solutions Account Manager

June 1996 -
March 1997

Boehringer Mannheim Diagnostics Data Planning and Finance Internship

* EDUCATION

1992 - 1996

University of the Pacific - Eberhardt School of Business BS, Business Major - Marketing, Minor Biology

Activities and Societies: Phi Delta Theta Intramural Sports - Multiple
Greek Council President & Treasure, Phi Delta Theta Social Chairman

* VOLUNTEERING

February 2020-
February 2022

Travis AFB Honorary Commander
Civic Outreach

August 2005 -
Present

Napa Sunrise Rotary Club
Civic and International Service

Board Secretary - 2020-Present

Club President - 2017-2018

Club International Director - 2010-2011

District 5130 Emerging Young Leaders Co-Chair - 2017-2019

April 2007 -
Present

Junior Achievement USA
Youth financial literacy, work readiness, and entrepreneurship

Volunteer Teacher

December 2009 -
Present

Patrick Savage Memorial Corporation
Awareness

Advisory Board Member

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa Valley Transportation Authority (NVTa) Active Transportation Advisory Committee (ATAC): Submitted

Category of Membership for Which You Are Applying

NVTa

Profile

Caitlin

First Name

Ochoa-Ilamas

Last Name

Middle
Initial

Email Address

Home Address

Suite or Apt

Napa

City

CA

State

94559

Postal Code

Which supervisorial district do you reside in? *

☒ District 1

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.

Mobile

Primary Phone

Planet Labs PBC
Employer

Senior Customer Success
Manager
Job Title

Sales
Occupation

Education/Experience

Bachelor of Arts in Geography Minor in GIS from the George Washington University

Name and occupation of spouse within the last 12 months, if married. (For conflict of Interest purposes)

Vanessa Ochoa-Llamas, Data Analyst Crimson Wine

Resume

[Resume.pdf](#)

Upload a Resume

Letter of Recommendation or Supplemental
Attachments

Professional or occupational license, date of issue, and expiration including status

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Paris Good - [REDACTED] Sarah Risk - [REDACTED] Kathy Narlow - [REDACTED]

Community Participation

Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.

I am eager to serve on the Active Transportation Advisory Committee (ATAC) because I am passionate about creating safer, more sustainable communities. With a deep appreciation for the natural beauty of Napa Valley and its unique character, I believe promoting bicycling and walking as viable transportation options is essential for preserving the environment and improving the quality of life for residents. My experience in customer success, where I focus on building strong relationships and driving positive outcomes, has equipped me with the skills to collaborate effectively and advocate for initiatives that align with ATAC's mission. Furthermore, as a mother, I am particularly motivated to ensure that our transportation infrastructure supports the health and safety of future generations. By serving on ATAC, I hope to contribute to reducing congestion, improving air quality, and fostering a more pedestrian and bicycle-friendly community that benefits everyone.

Nature of activity and community location

Other County Board/Commission/Committee on Which You Serve/Have Served

Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)

Electronic Signature Agreement

I meet the criteria required to serve in this position.

☒ Yes ☐ No

I declare under penalty of perjury that the foregoing is true and correct.

☒ Yes ☐ No

Please Agree with the Following Statement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I Agree

Electronic Signature (First M. Last)

Caitlin Baird Ochoa-Llamas

Date

8/30/2024

Caitlin Ochoa-LLamas

I excel at creating and refining processes from concept to implementation and have a proven ability to enhance customer onboarding and manage customer success in SaaS companies.

Napa, CA 94559

EXPERIENCE

Planet Labs, Senior Customer Success Manager

JANUARY 2020 - PRESENT

- Manage book of business 13 million ACV across various industries. Execute account planning, executive business reviews, and voice of the customer in roadmap planning.
- Experience communicating with political leaders, C-level executives of Fortune 500 companies, and thought leaders.
- Maintained an NPS between 50-75 for 4 years. Experience managing strategic accounts with thousands of users.
- Work with Planet's most strategic accounts most notably growing an account from a small pilot to multi-million recurring contract.

ESI Logistics, Senior Implementation Manager

JULY 2018 - NOVEMBER 2019

- Implemented a structured onboarding and training process for clients and built out account management experience for twenty three customers I owned.
- Played an instrumental role in identifying and prioritizing new partnership opportunities in new territories growing our sales pipeline from two customers to fifty in less than one year.
- Operated in a newly regulated industry constantly navigating and reprioritized company roadmap based on changing regulations. Communicate and ensure the health of the customer base in the process.

Apple, Inc., Process Engineer

APRIL 2013 - JUNE 2018

- Strong technical acumen helping build and launch the transit feature in iOS9 and the introduction of new maps in iOS12.
- Worked closely with engineering, product, operations and executive teams to translate highly technical concepts to usable workflows
- Created, launched, and iterated on seven business processes used by thousands of users

SKILLS

Gainsight , Salesforce, Zendesk

Account Planning

Value Mapping

Team Building and Leadership

Risk Assessment and Management

Executive Presence

ACHIEVEMENTS

On Deck Customer Success Fellow ODCS2

Certified Customer Success Manager Level 4

EDUCATION

George Washington University, B.A Geography

SEPTEMBER 2009 - MAY 2013



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Amendment 9 to the Napa Valley Transportation Authority (NVTA) Agreement No. 12-08 for the Position of Executive Director

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Amendment 9 to the NVTA Agreement No. 12-08 amending the Executive Director employment agreement.

EXECUTIVE SUMMARY

In June 2012, the Napa Valley Transportation Authority executed the above-referenced Agreement with Catherine Miller, Executive Director outlining the terms and conditions of her employment with NVTA. The Executive Director's employee performance evaluation included closed session discussion at NVTA Regular meetings held on June 26 and July 17, 2024. The evaluation process is complete, and the parties desire to amend the agreement. The proposed amendment will extend the contract through June 30, 2025, modify the agency contribution to the employees' 457b deferred compensation plan and adjust employee salary to \$282,360 effective January 1, 2025.

FISCAL IMPACT

Is there a Fiscal Impact? Yes, the contract will result in an increase to the NVTA budget of \$13,436 annually plus the eligible amount (6 months) for the FY 2025 deferred compensation contribution, including the 50 or older catch-up contribution, which will be known once the Internal Revenue Service releases those figures later this year.



September 18, 2024
NVRTA Agenda Item 11.1
Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: NVRTA Board of Directors
FROM: Laura Sanderlin, Office Manager/Board Secretary
REPORT BY: Laura Sanderlin, Office Manager/Board Secretary (707) 259-8633 /
Email: lsanderlin@nvta.ca.gov
SUBJECT: Amendment 9 to the Napa Valley Transportation Authority (NVRTA)
Agreement No. 12-08 for the Position of Executive Director

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve Amendment 9 to the NVRTA Agreement No. 12-08 amending the Executive Director employment agreement (Attachment 1).

COMMITTEE RECOMMENDATION

None

BACKGROUND

In June 2012, the Napa Valley Transportation Authority executed the above-referenced Agreement (Attachment 1) with Catherine Miller, Executive Director outlining the terms and conditions of her employment with NVRTA. Since that time there has been 8 amendments approved by the NVRTA Board between April 2014 and December 2022 to extend the Executive Director's contract and make salary adjustments. The last amendment, Amendment 8, extended the Executive Director's contract through December 31, 2024.

The Executive Director's performance evaluation included closed sessions on June 26th and July 21st. The evaluation process is now complete and the Chair is recommending a six month extension to the employment agreement which includes a five percent (5%) salary increase and 457b deferred compensation employer contribution change as stated below. All other existing employment provisions and employee benefits would remain unchanged. Amendment 9 to Contract NVRTA 12-08 will amend the contract's compensation section as follows:

January 1, 2025 – the Executive Director’s salary will be adjusted to \$283,360 annually. NVTA shall contribute fifty percent (50%) of the not to exceed the IRS maximum annual contribution limit for 2025, and fifty percent (50%) of the maximum annual contribution 457b Age 50 Catch Up method program under CalPERS for 2025. Employer contribution amounts will be equally distributed among the 13 pay periods for calendar year 2025.

ALTERNATIVES

The Board could decide not to approve Amendment 9 to the NVTA Agreement No. NVTA 12-08 and the current Agreement would remain in place which expires December 31, 2024.

ATTACHMENT(S)

(1) Amendment 9 to Napa Valley Transportation Authority (NVTA) Agreement No. NVTA 12-08

**AMENDMENT NO. 9 TO
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
AGREEMENT NO. NVTA 12-08**

This amendment Number 9 (“Amendment”) to Agreement No. NCTPA (now NVTA) 12-08 is made and entered into by Napa Valley Transportation Authority (“NVTA”), a joint powers agency organized under the laws of the State of California, and Catherine Miller (“Employee”) effective as of the last date of execution of this amendment as shown below.

RECITALS

WHEREAS, On June 18, 2012, NVTA executed the above-referenced Agreement 12-08 with Employee for the position of Executive Director; and

WHEREAS, the Parties amended Agreement 12-08 on April 16, 2014; and

WHEREAS, the Parties amended Agreement 12-08 on July 15, 2015; and

WHEREAS, the Parties amended Agreement 12-08 on June 16, 2016; and

WHEREAS, the Parties amended Agreement 12-08 on November 11, 2017; and

WHEREAS, the Parties amended Agreement 12-08 on June 12, 2019; and

WHEREAS, the Parties amended Agreement 12-08 on April 21, 2021 (Agreement 12-08 together with its amendments are collectively referred to hereinafter as the “Agreement”); and

WHEREAS, the Parties amended Agreement 12-08 on December 21, 2022; and

WHEREAS, the Parties completed an Employee performance evaluation and have held a closed session meeting thereafter on July 17, 2024, and taken the action described herein in open session at the September 18, 2024 NVTA Board meeting.

TERMS

NOW, THEREFORE, the Parties amend the Agreement as set forth below:

1. Section 2.1 is amended to read in its entirety as follows:

2.1 Term. Employee’s term of employment shall be through June 30, 2025. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the serves of Employee at any time, subject only to the provisions set forth in this Employment Agreement.

2. Section 3.1 is amended to read in its entirety as follows:

3.1 Salary. Employer agrees to pay Employee an annual base salary of \$282,360 (\$135.75 per hour), effective January 1, 2025 with the applicable pay period of December 7, 2024 through December 20, 2024, which is the first pay period in 2025.

3. Section 3.7 is amended to read in its entirety as follows:

3.7 457 Deferred Compensation Employer Contribution: NVTA shall contribute fifty percent (50%) of the not to exceed IRS maximum annual contribution limit for 2025, and fifty percent (50%) of the maximum annual contribution 457b Age 50 Catch Up method program under CalPERS for 2025. Employer contribution amounts will be equally distributed among the 13 pay periods for calendar year 2025.

4. The Parties agree that all other terms and conditions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties to the Agreement have caused this Amendment to Agreement to be duly executed on their behalf by their authorized representatives.

Dated: _____

By _____
CATHERINE (KATE) MILLER
"EMPLOYEE"

Dated: _____

NAPA VALLEY TRANSPORTATION AUTHORITY,
a joint powers agency

By _____
MARK JOSEPH
Chairman of the Board of the Directors, "NVTA"

Attest:

Laura M. Sanderlin, NVTA Board Secretary

Approved as to Form:

Osman Mufti, NVTA Legal Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Bilingual Outreach Coordinator Staff Position

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the addition of (1) full-time equivalent (FTE) position (Attachment 1) to the agency for an amount up to \$136,300 annually.

EXECUTIVE SUMMARY

Board approval would add one full-time equivalent position to fulfill the role of Bilingual Outreach Coordinator to perform public transit outreach and transportation demand management tasks, with a focus on Spanish speaking outreach. This position will aid the transit system in marketing and outreach to the Latino community which represent a large percentage of the Napa Valley population and a significant portion of the Vine Transit ridership,

FISCAL IMPACT

Is there a Fiscal Impact? Yes. If approved, the addition of one FTE will increase the personnel budget for Congestion Management Agency in the amount of \$136,300 (up to \$90,100 in salary and up to \$46,200 in benefits) A budget adjustment for an increase in the appropriation will be brought to the Board at a future date. Funding for the new position would be covered by the termination of the Transportation Demand Management (TDM) contract at \$133,000 and the elimination of the part-time bilingual outreach contracted position at \$30,000.



September 18, 2024
NVRTA Agenda Item 11.2

Continued From: New
Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin, Office Manager/Board Secretary
(707) 259-8633/ Email: lsanderlin@nvta.ca.gov
SUBJECT: Bilingual Outreach Coordinator Staff Position

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve the addition of (1) full-time equivalent (FTE) position (Attachment 1) to the agency for an amount up to \$136,300 annually.

COMMITTEE RECOMMENDATION

None

BACKGROUND

In August 2023, Napa Valley Transportation Authority hired a part-time contractor to assist with bilingual needs such as attending parent meetings at Napa Valley Unified School District (NVUSD), travel training, and various public outreach events that required a Spanish speaking staff member, translation services for social media, transit schedules, and other materials associated with the work the agency does. The agency has identified the benefit of hiring a dedicated Spanish outreach staff member in a similar role to continue this work and expand Spanish outreach to garner more ridership from a growing population. Staff believes that it is particularly important to have a Spanish-speaking staff member to both demonstrate to the Valley's Spanish-speaking population the agency's commitment to understand their needs to provide bespoke services and to better relay the details the agency's projects and programs.

It is estimated that over 40% of Vine riders identify as Hispanic and 30% as Spanish speaking. Despite having over 40% of the ridership, NVRTA receives limited feedback from Spanish speaking riders when it comes to transit comments, on-board surveys, etc. Staff believes more direct, targeted and consistent communication to Spanish speaking

populations will benefit in creating a more robust transit service and grow ridership. An example of this, the success of the La Onda music festival in matching transit ridership numbers to larger events like BottleRock highlights the potential impact of focused community engagement.

In addition to bilingual outreach, staff would like to bring the management of V-Commute in-house, following the initial groundwork laid out by the consultant, Next Steps. NVTA hired Next Steps Marketing for travel demand management services and marketing to employers. While the contractor was successful in garnering initial registrations on the V-Commute program, there is still a need for more follow-through with employers and employees using the V-Commute platform as well as technical support that was happening in-house. NVTA did not renew the contract with Next Steps with the intent of bringing the TDM work in-house. The Bilingual Outreach Coordinator will spend up to 20 hours a week assisting with V-Commute program management, conducting outreach to employers necessary to grow the program, providing customer service and technical support on the backend of the V-commute platform, preparing incentives and administering promotions to grow the program.

By investing in bilingual staff and in-house management of key programs like V-Commute, NVTA aims to foster stronger, more consistent connections with the community, improve service delivery, and encourage use of public transit options.

Savings from the termination of the TDM contract with Next Steps, and the part-time bilingual outreach contractor position will cover the cost of the new FTE.

ALTERNATIVES

The Board could decide not to approve the additional full-time position and the agency would continue to contract with a part-time bilingual outreach coordinator. In addition, the agency would contract for a part-time Transportation Demand Management coordinator to meet the needs of the V-Commute program.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1: Serve the transportation needs of the entire community regardless of age, income, or ability.

The new full-time position will assist the agency in meeting the needs of the community and providing affordable transportation solutions to ensure access to jobs, education, goods, and services for all community members.

ATTACHMENTS

(1) Bilingual Outreach Coordinator Job Description



NVRTA Title: **Bilingual Outreach Coordinator**

FLSA: Non-Exempt

Monthly Salary Range: \$5,560-\$7,506 depending on qualifications

DEFINITION

Under administrative direction, the position performs public transit and Travel Demand Management Program outreach in both English and Spanish on behalf of the Napa Valley Transportation Authority.

NVRTA is a joint powers agency consisting of the County of Napa, the Cities of American Canyon, Napa, St. Helena, and Calistoga, and the Town of Yountville. It serves as the county transportation agency and public transit provider jointly engaged in the coordination of transportation planning, programs, and systems.

CLASS CHARACTERISTICS

Under administrative direction of the Communications and Outreach Coordinator, the position will disseminate public transit information and updates; administer the Travel Demand Management Program (TDM), distribute surveys; attend public events; coordinate with employers; add content to the agency's website and social media platforms; and disseminate information about public transit and travel demand management services to low-income residents, seniors, students, employers and the general public.

SUPERVISION RECEIVED AND EXERCISED

Administrative direction is received from the Communications and Outreach Coordinator with day-to-day oversight; functional or technical supervision may also be received from other NVRTA staff.

ESSENTIAL FUNCTIONS

Duties may include, but are not limited to, the following:

Assist with NVRTA's Transportation Demand Management program, V-Commute.

Develop and maintain lists of TDM program-eligible employers within Napa County, including contact information, notes on recent communications, and related details.

Review and update program user lists, user-reported trip data.

Prepare, distribute, and track user incentives and program benefit utilization.

NVRTA is an Equal Opportunity Employer

Update program dashboard with relevant data and program metrics, and track progress toward quarterly/annual targets

Scheduling, coordinating, preparing materials & supplies for, and attend community or employer events to expand awareness of and increase registrations for the V-Commute program or other NVTA priorities.

Provide customer support to employers/employees accessing the V-Commute platform including orientation on how to use the program and technical support.

Assist in developing marketing materials targeted toward Spanish speaking populations that provide information about Vine Transit, TDM, or other NVTA plans and programs.

Develop a list of public and community organizations that serve senior, youth, Latino, disabled, and low-income populations, and coordinate outreach to these communities to provide education on transportation options in Napa County. Plan visits annually or as otherwise directed.

Develop a training program utilizing a workbook, PowerPoint, video, and/or other appropriate formats for seniors, youth, Latinos, and other groups on how to ride the bus, including the use of Vine ambassadors for follow up training. These functions may also be extended to the V-Commute program to provide information and encourage alternative modes of transportation over driving alone.

Learn and be able to teach transit riders and carpoolers about NVTA's apps and programs, such as Ride – the Vine, Clipper, and V-Commute.

Maintain bus schedule distribution list and ensure proper distribution.

Update public information at bus stops.

Ensure printed marketing materials are on-hand.

Structure and maintain a traveling information kiosk.

Assist the community with identifying transportation needs for work, school, day care, and job training, and match those needs to existing services where possible; with particular emphasis on the Latino community; maintain an updated information base on existing transportation services, public provide, non-profit and specialized to assess systems needs

Evaluate requests and recommend modifications to the public transportation system that will help meet the needs of the community by suggesting changes in transit routing, frequency of transit services, hours of operation, connections and/or fares.

Assist with travel trainings as requested

Gain an understanding of basic transportation planning principles, transit planning and operations and transportation demand management practices.

Provide oral and written Spanish translation services for marketing/outreach materials, social media posts, community events, public meetings, workshops, etc.

Perform related duties as assigned.

QUALIFICATIONS GUIDELINES

To qualify for this position, an individual must possess a combination of experience, education, and/or training that would likely produce the knowledge and abilities required to perform the work. A desirable combination of qualifications is described as follows:

Equivalent to completion of two years of college with major course work in counseling, social/human services, behavioral sciences, public administration, business administration, communications, marketing, or a closely related field. (Additional qualifying experience dealing with the public in a transit related program may be substituted for the required college education on a year-for-year basis.)

Bilingual in Spanish and English – both oral and written certification, required.

PHYSICAL DEMANDS

While performing this job, the employee is regularly required to walk; sit; use hands to handle objects; operate keyboards, tools, or controls; and make condition assessments. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position: able to lift 20 pounds and handle office equipment.

REQUIRED LICENSES OR CERTIFICATES:

Possession of a valid California driver's license is required.



NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

Vine Trail St. Helena to Calistoga Construction Contract Claim Settlement and Budget Increase

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board:

- (1) Approve a construction claim settlement agreement with Ghilotti Construction Company (GCC) for \$1,100,000 to resolve time related overhead costs incurred due to construction delays caused by PGE utility conflicts on the Vine Trail St Helena to Calistoga project; and
- (2) Approve an additional \$1,900,000 in construction budget, which includes \$1,100,000 for the settlement and \$800,000 for construction contract closeout, under Construction Agreement No. 22-11 with Ghilotti Construction Company, Inc for construction of the Vine Trail St Helena to Calistoga Project for an amount not to exceed \$3,956,709; and
- (3) Adopt Resolution No. 22-11, Revised (Attachment 1), authorizing the Executive Director, or designee, to issue change orders for Construction Agreement No. 22-11 in an amount not to exceed \$3,956,709.

EXECUTIVE SUMMARY

Staff seeks Board approval for a \$1.1 million settlement with Ghilotti Construction Company (GCC) to resolve time-related overhead costs caused by PG&E utility conflicts during the construction of the St. Helena to Calistoga Vine Trail segment. Additionally, staff requests NVRTA Board approval of a \$1.9 million increase in the project's construction budget, including \$800,000 to cover costs from design issues identified during the final months of construction and final punch list items. The proposed budget increase would bring the project total to \$16.54M. NVRTA staff has informed project stakeholders (County of Napa, Cities of St. Helena and Calistoga, and Vine Trail Coalition) of this shortfall, requested their sustained commitment to fund their percentages of the additional costs. The NVRTA Board needs to take action on the requested budget increase and authorize the Executive Director or designee to issue change orders, as recommended by staff and supported by the member jurisdictions.

FISCAL IMPACT

Yes. An estimated additional \$1,900,000 is needed to complete the Vine Trail – St Helena to Calistoga project. County of Napa, Cities of St. Helena and Calistoga, and the Vine Trail Coalition have agreed to fund the shortfall based on the cost breakdown provided in the memo. Staff is projecting \$3.5M in claimable damages costs related to PG&E delays and utility conflicts. A full and final claim will be submitted to PG&E by the end of September 2024.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Grant Bailey, Program Manager – Engineer
(707) 259-5951 / Email: gbailey@nvta.ca.gov
SUBJECT: Vine Trail St. Helena to Calistoga Construction Contract Claim Settlement and Budget Increase

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board:

- (1) Approve a construction claim settlement agreement with Ghilotti Construction Company (GCC) for \$1,100,000 to resolve time related overhead costs incurred due to construction delays caused by PGE utility conflicts on the Vine Trail St Helena to Calistoga project; and
- (2) Approve an additional \$1,900,000 in construction budget, which includes \$1,100,000 for the settlement and \$800,000 for construction contract closeout, under Construction Agreement No. 22-11 with Ghilotti Construction Company, Inc for construction of the Vine Trail St Helena to Calistoga Project for an amount not to exceed \$3,956,709; and
- (3) Adopt Resolution No. 22-11, Revised (Attachment 1), authorizing the Executive Director, or designee, to issue change orders for Construction Agreement No. 22-11 in an amount not to exceed \$3,956,709.

COMMITTEE RECOMMENDATION

None

BACKGROUND

On August 16, 2024, in partnership with the Napa Valley Vine Trail Coalition, NVTa officially opened the St. Helena to Calistoga segment of the Vine Trail. The new segment adds 8.5 miles of Class I path between the Cities of St Helena and Calistoga. Although the project broke ground in July 2022, it has faced significant delays due to a concurrent utility replacement work and unforeseen underground utility conflicts.

Key issues encountered include errors and omissions in the project plans and specifications (design errors), delays caused by PG&E's gas replacement project and conflicts with existing PG&E gas infrastructure, and the discovery of significant archeological and cultural artifacts outside of known environmentally sensitive areas.

Staff previously requested two construction budget increases:

- In September 2023, \$700,000 was approved, primarily to address design errors and conflicts with the PG&E gas line between Lodi Ln and Dunaweal Ln.
- In March 2024, \$740,000 was approved to resolve additional design errors and conflicts with PG&E infrastructure between Big Tree Rd and Pratt Ave, which arose after PG&E completed its gas replacement project.

In addition to compensating the contractor for extra work associated with resolving design and utility conflicts, funds were used for contracts with NVTa construction support consultants, including construction management and archaeological and tribal monitoring.

With a tentative settlement of the construction claim with GCC for time related overhead delays and opening of the trail, staff is now requesting an additional budget increase to cover:

1. A \$1,100,000 claim filed by (GCC) for time related overhead costs due to utility conflicts.
2. An additional \$800,000 for construction and construction support costs associated with resolving design errors discovered during the final months of construction.

It should be underscored that staff believed that costs to close out the project would be within the existing contingency authorized by the Board. In August, it became clear that project costs might exceed that contingency. Not authorizing the contractor to proceed with the work would have resulted in an estimated additional \$250,000 in delays. Moreover, the project would not have been substantially complete for the ribbon cutting event which would have greatly diminished the agency's standing with the public, as well as creating significant tension among the project partners especially given the magnitude of the ribbon cutting event largely designed and led by the Vine Trail Coalition.

A breakdown of the original and revised contract budget authorization is provided in Table 1 below:

Table 1: Project Budget	
Description	Value
Original Contract Value (Base Bid)	\$12,585,896
Original Contract Contingency	\$616,709
Original Budget Authorization	\$13,202,605
Additional Budget Authorization (Mar '24)	\$1,440,000
Current Budget Authorization	\$14,642,605
Funding Request	\$1,900,000
New Project Budget	\$16,542,605

Construction Contract Claim for Time Related Overhead

Background

“Time related overhead” (TRO) refers to additional expenses incurred by the contractor when a construction project exceeds its originally planned completion date. In September 2022, NVTA received notification from GCC of their intent to track TRO costs related to delays caused by conflicts with existing utilities inaccurately depicted on the plans.

In response, NVTA directed GCC to track these costs and perform a time impact analysis on the project critical path schedule. By August 2023, NVTA, GCC and PG&E had finalized coordination to revise construction plans to minimize impacts to existing PG&E infrastructure in the northern portion of the project area and PG&E had completed project work that conflicted with GCC operations in the southern portion of the project area. However, GCC was delayed in providing a time impact analysis until May 2024, when they requested 272 working days, totaling \$1,475,000.

After reviewing the initial submission, NVTA requested additional substantiation for both the delay period and TRO rate. In June 2024, GCC finalized their claim at 273 delay days and \$1,600,000.

Claim Negotiation

From May and July 2024, NVTA and GCC engaged in negotiations to settle the claim, avoiding more resource-intensive options such as arbitration or litigation. The following terms were tentatively agreed upon, pending NVTA Board approval:

1. Time compensation of 106 contract working days to GCC.
2. Monetary compensation of \$1,100,000 to GCC.
3. Contract completion timelines:
 - a. Substantial completion: Vine Trail Calistoga to St Helena segment substantial complete with all safety features installed by August 15, 2024 (achieved).
 - b. Final completion: All contract work and punch list items to be completed by December 6, 2024.
4. NVTa to release the \$1,100,000 payment by September 30, 2024.
5. GCC agrees to release all future claims related to PG&E utility conflict delays upon payment of the settlement agreement and extra work bills associated with utility conflicts.

The negotiations resulted in a \$500,000 reduction in claim costs against NVTa, due to the collaborative efforts of the project team.

Additional Construction Contract and Construction Support Costs

Since the last construction budget increase request in March 2024, substantial completion of trail construction has been achieved. However, recent phases of the project revealed additional costs due to the following factors (not exhaustive):

1. Unidentified private facilities requiring protection and relocation at Freemark Abbey.
2. Field modification of trail grades to ensure ADA compliance at various locations including:
 - a. Deconninck Vineyard – Trail grade modification and addition of 175 feet of handrail
 - b. Collins Ranch – Driveway conform modification (additional 300 tons of asphalt)
 - c. Driveway conform modifications throughout the project (additional 200 tons of asphalt)
3. Requests from Vine Trail Coalition, Jurisdictions, and general public to add pavement markings and regulatory and wayfinding signage throughout the trail alignment.
4. Addition of approximately 500 feet of cable railing throughout the trail alignment
5. Addition of a rapid rectangular flashing beacon for trail crossing at Deer Park Rd (pending Caltrans review)
6. Caltrans requirement to revise metal beam guardrail end terminal systems (pending Caltrans review)

The above issues, particularly items 1 and 2, resulted in significant cost additions at the end of the project and were necessary to ensure facility compliance. To address these issues, additional contractor and consultant resources were also necessary. Staff recommends the Board approve an additional \$400,000 to cover these costs.

Please see below table for breakdown of additional project costs:

Table 2: Change Order Responsibility		
Organization	Percent Share	Cumulative CCO Cost
PG&E	37%	\$775,000*
RSA+	54%	\$1,145,000
NVTA/Stakeholders	9%	\$190,000
Total	100%	\$2,110,000

*Value does not include \$1.1M GCC TRO Claim

**Additional consultant support services total ~\$746,000

Pacific Gas & Electric Construction Delay Claim Status

By the end of September 2024, NVTA staff anticipates submission of a claim to PG&E for approximately \$3,500,000 due to Vine Trail construction delays. The review process is expected to take up to twelve months. Should the claim be successful, NVTA will reimburse the County of Napa, Cities of St Helena and Calistoga and the Vine Trail Coalition according to the cost share identified in table 3, below.

Interim Funding to Closeout Construction

NVTA has requested additional funding contributions from the County of Napa, Cities of St Helena and Calistoga and the Vine Trail Coalition to address the shortfall, as shown below in table 3:

Table 3: Funding Breakdown			
Jurisdiction	Percent Share	Cost Share	Amount Potentially Recoverable from PG&E
County of Napa	37%	\$703,000	\$407,000
City of St Helena	19%	\$361,000	209,000
City of Calistoga	19%	\$361,000	209,000
Vine Trail Coalition	25%	\$475,000	275,000
Total	100%	\$1,900,000	\$1,100,000

Table 4: Total Funding Contribution by Jurisdiction		
Jurisdiction	Funding Contribution	Amount Potentially Recoverable from PG&E
County of Napa	\$3,485,778	\$1,295,000
City of St Helena	\$954,250	\$665,000
City of Calistoga	\$955,250	\$665,000
Vine Trail Coalition	\$3,703,263	\$875,000
Total	\$9,098,541	\$3,500,000

**Funding contributions above include the current request.

In addition to the direct costs incurred on the project associated with the PG&E claim, NVTa has incurred approximately \$235,000 in legal fees, insurance costs, and staff time which will be included in the claim.

Claim Impacts to the Financial Statements

Under Generally Accepted Accounting Principles (GAAP), NVTa is required to record the claim from Ghilotti as a legal expense on its financial statements. Conversely, GAAP guidelines preclude the recognition of NVTa's potential claim against PG&E due to the uncertainty surrounding its outcome. This may result in a seemingly "one-sided" presentation in the financial statements. To provide clarity, the details of the claim will be disclosed in the "Notes" section of the financial statements.

ALTERNATIVES

The Board could opt not to approve the construction claim settlement and/or the requested budget increase. This would likely shift resolution of GCC's construction claim to contractual mechanisms such as a dispute resolution board, arbitration, or, if no other recourse can be found, litigation. Furthermore, any of these alternatives would require NVTa temporarily withdraw our claim against PG&E until a time when the final value of the construction contract claim between NVTa & GCC can be established, delaying jurisdiction reimbursement.

Not approving the additional construction contract budget would likely result in closeout work stoppage until additional funding sources are secured. While the trail is open and operational, there are many punch list items to complete before final contract acceptance can be achieved.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 2 – Improve system safety in order to support all modes and serve all users.

Completion of this project furthers this goal by providing a class I facility (separated bike and pedestrian path) as an alternative to the existing class II facility (bike lane on shoulder) which exists in Hwy 29.

Goal 3 – Use taxpayer dollars efficiently.

Authorization of additional construction budget ensures the project can be completed on the shortest timeline currently available.

ATTACHMENT(S)

- (1) Resolution No 22-11, Revised
- (2) Tentative Claim Settlement Agreement

Revised 9/18/24
Revised 3/20/24
Revised 9/27/23
Adopted 3/16/22

**REVISED
RESOLUTION No. 22-11**

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTa)
(1) AWARDING A CONSTRUCTION CONTRACT
IN THE AMOUNT OF \$12,585,896.20 TO GHILOTTI CONSTRUCTION COMPANY,
INC., (2) AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE SUBJECT
CONTRACT, (3) AUTHORIZING THE EXECUTIVE DIRECTOR TO ISSUE CHANGE
ORDERS IN AN AMOUNT NOT TO EXCEED \$3,956,709**

WHEREAS, since 2019, the Napa Valley Transportation Authority ("NVTa") has been under contract for the Environmental and Design of the Napa Valley Vine Trail – St Helena to Calistoga ("Project"); and

WHEREAS, the Project was evaluated pursuant the California Environmental Quality Act (CEQA) and on August 19, 2020, the NVTa Board of Directors certified the Final Initial Study/Mitigated Negative Declaration (SCH #2020060572) ("ISMND") for the Napa Valley Vine Trail – St Helena to Calistoga Project and approved the related findings and mitigation measures for the Project; and

WHEREAS, NVTa published an Invitation for Bid (IFB) inviting interested bidders to submit their sealed bids for the Project on December 23, 2021, and;

WHEREAS, seven bids for Project No. 21-04 Napa Valley Vine Trail – St Helena to Calistoga, were received on February 2, 2022 by 2pm and examined, and;

WHEREAS, the proposal from Ghilotti Construction Company, Inc. of Santa Rosa, California was determined to be the lowest responsive, responsible bidder at \$12,585,896.20, and

WHEREAS, the difference between the bid amount and the budget will be used for construction support services, and unallocated contingency related to the construction of the Project, and;

WHEREAS, the NVTa received grant and local funds of approximately \$14,462,739; and

WHEREAS, execution of Construction Agreement No. 22-11 will occur upon the successful completion of the funding package; and

WHEREAS, staff recommends that the Board of Directors award the contract for the Project in the amount of \$12,585,897; and

WHEREAS, the County of Napa and the Cities of St Helena and Calistoga have committed an additional \$740,000 of construction funding to the project to address unforeseen construction issues; and

WHEREAS, the County of Napa, Cities of St Helena and Calistoga, and Napa Valley Vine Trail Coalition have committed an additional \$700,000 of construction funding to the project to address unforeseen construction issues; and

WHEREAS, the County of Napa, Cities of St Helena and Calistoga, and Napa Valley Vine Trail Coalition have expressed their commitment to provide an additional \$1,900,000 of construction funding to the project for construction claim settlement and resolution of final construction issues.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Napa Valley Transportation Authority that:

1. That the NVTA Board award the construction contract to Ghilotti Construction Company, Inc., Agreement No. 22-11 in the amount of \$12,585,897 for the Napa Valley Vine Trail – St Helena to Calistoga project;

2. That the Executive Director is authorized to approve change orders for the Project not-to exceed \$3,956,709; and

3. The Executive Director or designee is authorized to finalize and make minor changes to the Agreement No 22-11 with Ghilotti Construction Company, Inc, and directs staff to take all further actions necessary to deliver the Napa Valley Vine Trail – St Helena to Calistoga project.

Passed and adopted this 18th day of September, 2024.

Mark Joseph, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura M. Sanderlin, NVTA Board Secretary
APPROVED:

Osman Mufti, NVTA Legal Counsel

(DRAFT)

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“**Settlement Agreement**”) is dated _____, 2024 (“**Effective Date**”) and is between Ghilotti Construction Company ("GCC") and Napa Valley Transportation Authority, a California joint powers authority (“NVTa”) (collectively, the “**Parties**” and each a “**Party**”).

On or about June 13, 2022, the Parties entered into contract number 22-C11 (the “**Contract**”) for the construction of the Agency’s project commonly known as the Napa Valley Vine Trail – St Helena to Calistoga project (the “**Project**”), in the amount of \$12,585,896.20. The Contract required the completion of Project no later than 240 working days after the date for commencing the work set forth in the Notice to Proceed for the Project, June 30, 2022. The Project is nearing completion.

Various delays to the Project arose as a result of conflicts between the Project's scope of work and incorrect representations by Pacific Gas & Electric ("PG&E") of the existence, location and nature of its facilities on or near the Project site. GCC has made various claims seeking compensation and time extensions for such delays as well as other matters relating to the completion of and payment of other claims regarding the Project (collectively, the "Claims"). The Parties have negotiated and resolved such claims and seek to compromise and settle all disputes relating to the Claims and to agree on the dates by which the Project will achieve substantial completion and final completion (collectively, "Completion").

The Parties therefore agree as follows:

1. RELEASE AND INTENTION OF THE PARTIES

a. Effective upon performance of the conditions set forth in Paragraph 3, below, and except as otherwise provided in this Settlement Agreement, NVTa and GCC hereby release and forever discharge one another and their respective assignees, transferees, principals, partners, officers, directors, employees, servants, experts, consultants, sureties, subsidiaries, parents, successors, agents, attorneys and representatives, from any and all claims, demands, damages, debts, liabilities, losses, obligations, contracts, agreements, causes of action, suits and costs of whatever nature, character or description, whether known or unknown, anticipated or unanticipated, which they may have or claim to have against one another by reason of any matter or omission arising from any cause whatsoever relating to the Claims and Completion, except NVTa will not release GCC for its liability for liquidated damages if it fails to achieve Completion as provided in this Agreement..

b. This Settlement Agreement will be effective as a full and final accord and satisfactory release of each and every matter arising out of or relating to the Claims and relating to Completion except as set forth in except as provided in Paragraph 1.a, above. In furtherance of this intention, the Parties acknowledge that each is familiar with Section 1542 of the Civil Code of the State of California (“**Section 1542**”), which provides as follows:

“A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

c. The Parties waive and relinquish any rights and benefits that they may have under Section 1542. The Parties acknowledge that they may discover facts in addition to or different from those which they now know or believe to be true with respect to the Claims and to Completion except as set forth in Paragraph 1.a, above or the subject matter of this Settlement Agreement, but it is their intention to fully, finally and forever settle and release any and all matters, disputes and differences known or unknown, suspected or unsuspected, which do now exist, may exist or have existed between them in respect to the Claims and Completion except as otherwise set forth herein. In furtherance of this intention, the releases will remain in effect despite the discovery or existence of any additional or different facts.

d. The Parties warrant and represent to one another that the effect and importance of the provisions of Section 1542 have been fully explained to them by their attorneys.

2. OWNERSHIP OF CLAIMS

The Parties warrant and represent that they are the only persons or entities that have any interest in any of the matters released, and that none of the claims, causes of action, costs or demands, or any parts of them, have been assigned, granted, or transferred in any way to any other person or entity.

3. ACTS OF THE PARTIES

In consideration of the compromise and settlement described above, the Parties shall take the following actions:

a. GCC shall achieve Substantial Completion of the Project, defined as completion of all trail paving, installation of safety features including metal beam guardrail and concrete barriers, cable railing and handrail, and signage and striping, no later than August 15, 2024.

b. NVTa shall bring this Agreement before its Board of Directors for approval at its board meeting scheduled for September 18, 2024. If approved by the Board of Directors, NVTa shall:

i. Grant GCC a time extension of one hundred six (106) days relating to the Claims.

ii. No later than September 30, 2024, release to GCC the amounts of \$1,100,000, relating to all of the Claims relating to extended overhead and other time-related costs arising from delays caused by PG&E as described in the Recitals, and \$776,678.39 arising from additional PG&E-related Claims presented to NVTa on or before August 9, 2024, less any liquidated damages as identified in Paragraph 3d., below, in full and final settlement of the Claims.

c. GCC shall achieve Final Completion of the Project, defined as NVTA acceptance of all Contract work, no later than December 6, 2024.

d. If GCC does not achieve Substantial Completion of the Project by August 15, 2024, and/or Final Completion of the Project by December 6, 2024, NVTA may assess liquidated damages against GCC as provided by the Contract for the period between these dates and the actual date or dates on which GCC achieves Substantial and/or Final Completion of the Project.

4. NO ADMISSION

This Settlement Agreement provides for a settlement and compromise of claims which are contested and denied. Neither of the Parties admits any liability of any kind to the other Party.

5. ENTIRE ACTION

This Settlement Agreement contains the entire understanding and agreement between the Parties with respect to the matters referred to above. This is an integrated Agreement.

6. WARRANT OF AUTHORITY

Each person executing this Settlement Agreement in a representative capacity represents and warrants that he or she is authorized to execute this Settlement Agreement on behalf of and to bind the entity on whose behalf he or she executes the Settlement Agreement.

7. BINDING ON SUCCESSORS

This Settlement Agreement and its covenants and conditions apply to, are binding upon, and inure to the benefit of administrators, executors, legal representatives, assignees, successors, agents, and assigns of the Parties.

8. CONSTRUCTION

This Settlement Agreement will not be construed against the Party preparing it, but shall be construed as if the Parties jointly prepared this Settlement Agreement and any uncertainty and ambiguity will not be interpreted against any one Party.

9. MODIFICATION

This Settlement Agreement cannot be modified by either Party by oral representation made before or after the execution of this Settlement Agreement. All modifications must be in writing and signed by the Parties.

10. ADVICE OF COUNSEL

The Parties acknowledge that they have been represented by counsel of their own choice in the negotiations leading up to the execution of this Settlement Agreement and that they have read this Settlement Agreement and have had it fully explained to them by their counsel.

11. FREE AND VOLUNTARY AGREEMENT OF PARTIES

Each Party acknowledges and warrants that its execution of this Settlement Agreement is free and voluntary.

12. GOVERNING LAW

This Settlement Agreement is entered into and will be construed and interpreted in accordance with the laws of the State of California. Venue for any proceeding to construe or enforce this Settlement Agreement will be the County of Napa and the prevailing party in such a dispute will be entitled to recover its attorneys' fees and costs.

13. COUNTERPARTS

This Settlement Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Electronic signatures will have the same force and effect as original signatures.

DATED: _____, 2024

GHILOTTI CONSTRUCTION COMPANY

By: _____
Print Name:
Title:

APPROVED AS TO FORM:

By: _____

DATED: _____, 2024

**NAPA VALLEY TRANSPORTATION
AUTHORITY**

By: _____
Print Name:
Title:

APPROVED AS TO FORM:

By: _____



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Resolution 24-12 authorizing the Executive Director to Grant an Easement along Devlin Road and Sheehy Court to the County of Napa for the Vine Trail Project

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board Authorize the Executive Director to grant an easement on Assessor's Parcel Number (APN) 057-250-037 on Devlin Road to the County of Napa to construct the Vine Trail Project.

EXECUTIVE SUMMARY

The Vine Trail Coalition and Napa County are jointly applying for Priority Conservation Area grant program funds from the Metropolitan Transportation Commission (MTC) for the Vine Trail Project in Napa between RiverSound and Airport Road. MTC has requested verification that the NVTA Board is willing to grant that easement. NVTA staff do not have that authorization without Board authority, and therefore structured the recommendation letter accordingly. However, since the Vine Trail alignment is now known and the frontage property that NVTA owns along Devlin Road is unlikely to be used by the agency due to setback standards, staff is requesting that the Board authorize the Executive Director to grant the easement to the County of Napa once the right of way phase of the project is underway.

FISCAL IMPACT

Is there a Fiscal Impact? Since public agencies have historically granted an easement to the Vine Trail without charge, staff is recommending that the Board follow this tradition. Further, while there are no costs at this time, there will likely be nominal attorney fees associated with the review of the easement agreement and potential filing fees with the County Recorder.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8634/ Email: kmiller@nvta.ca.gov
SUBJECT: Authority to Grant Easement along Devlin Road and Sheehy Court to the County of napa for the Vine Trail Project

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 24-12 authorizing the Executive Director to grant an easement on on Assessor's Parcel Number (APN) 057-250-037 along Devlin Road to the County of Napa to construct the Vine Trail Project.

COMMITTEE RECOMMENDATION

None

BACKGROUND

On August 25th, the Vine Trail Coalition approached staff requesting that we verify NVTA's willingness to grant an easement for the construction of the Vine Trail between RiverSound and Airport Road as part of its Priority Conservation Area (PCA) grant submittal to the Metropolitan Transportation Commission (MTC). The easement is considered a possessory interest in real property, and therefore requires Board approval. Given the looming grant deadline, staff drafted a letter to MTC staff (Attachment 1) that did not commit the easement but rather underscored the NVTA Board's historical support of the project and the likelihood it would support such action in the future.

Since the alignment is now confirmed, staff is recommending that the Board authorize the Executive Director to grant an easement for the alignment that runs along NVTA's property on Devlin Road near Sheehy Court - the future location of the Highway Operations Center and Battery Storage Facility. NVTA has determined that the value of the easement is nominal and easement agreements are exempt from CEQA pursuant to CEQA guidelines Section 15304(f), which makes minimal alterations to the land.

ALTERNATIVES

The Board may choose to postpone the authorization until a formal request is made but this could curtail future grant opportunities should a similar requirement immerge prior to the completion of the environmental document.

The Board could also decide not to grant the easement, in which case, the Vine Trail alignment would need to be relocated.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 5 – Minimize the energy and other resources required to move people and goods.

The Vine Trail project encourage bicycle and pedestrian modes of travel.

ATTACHMENT(S)

- (1) Resolution 24-12
- (2) Letter to Ben Botlkin/MTC in support of the Priority Conservation Area grant funds.
- (3) Excerpt of 35% Design Plans (RSA) – Subject Parcel & Trail Alignment

RESOLUTION No. 24-12

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVRTA)
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE
AN EASEMENT INTEREST TO THE COUNTY OF NAPA
LOCATED AT ASSESSOR PARCEL NUMBER 057-250-037
(CEQA EXEMPT)**

WHEREAS, the Napa Valley Transportation Authority (NVRTA) is designated the countywide transportation planning agency responsible for Highway, Street and Road, transit, bicycle, and pedestrian planning and programming within Napa County; and

WHEREAS, NVRTA is the sole property owner of Assessor Parcel Number 057-250-037 (the "Property") is located at the southwest intersection of Sheehy Ct. and Devlin Road and is adjacent to the Vine Transit Bus Maintenance Facility properties; and

WHEREAS, the Vine Trail Coalition approached staff requesting that we verify NVRTA's willingness to grant an easement for the construction of the Vine Trail between RiverSound and Airport Road as part of its Priority Conservation Area (PCA) grant submittal to the Metropolitan Transportation Commission (MTC); and

WHEREAS, The easement is considered a possessory interest in real property, and therefore requires Board approval; and;

WHEREAS, the alignment is now confirmed, staff is recommending that the Board authorize the Executive Director to grant an easement for the alignment that runs along NVRTA's property on Devlin Road near Sheehy Court - the future location of the Highway Operations Center and Battery Storage Facility; and

WHEREAS, staff recommends entering into an easement agreement with the County of Napa for this portion of the Vine Trail project to encourage bicycle and pedestrian modes of travel; and

WHEREAS, NVRTA has determined that the value of the easement is nominal and easement agreements are exempt from CEQA pursuant to CEQA guidelines Section 15304(f), which makes minimal alternations to the land; and

WHEREAS, the proposed acquisition is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Sections 15304(f) of the CEQA Guidelines because the proposed easement does not constitute the approval of a project under CEQA and, therefore, environmental review under CEQA is not required at this time.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director, or designee, to execute an easement agreement of real property to the County of Napa of the property APN 057-250-037, subject to approval as to form by legal counsel.

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the Executive Director to complete the due diligence investigation and take all necessary actions required to execute an easement agreement.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on September 18, 2024, by the following vote:

Ayes:

Mark Joseph, NVTA Chair

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel



August 25, 2024

To: Ben Botkin
PCA Grant Manager
Metropolitan Transportation Commission

RE: Support for the Vine/Bay Trail Napa River Gap Closure Project

Dear Ben,

The Napa Valley Vine Trail Coalition has described their vision of a complete 47-mile trail providing cyclists and walkers with a safe and separated Class 1 facility from the Vallejo Ferry Terminal to Calistoga. They have explained that the last remaining gap in the design of this trail is the connection from the Riversound development underneath the Butler Bridge and along the edge of Soscol Ferry Road, connecting with the north and eastern edges of the Napa Sanitation District Spray fields and the southern edge of the Montalcino Resort development to Devlin Road, just north of Sheehy Court and then along the western edge of Devlin Road to Airport Road. A portion of this proposed alignment would be on property owned by the Napa Valley Transportation Authority.

I have reviewed the preliminary design and the impact to the NVRTA property. The NVRTA Board has been supportive of the Vine Trail project, and in the past provided funding and staff time to deliver two completed segments of the Vine Trail. While I believe the NVRTA Board is likely to support granting the easement across its property along Devlin Road at Sheehy Court, I do not have the authority to authorize this without the Board's approval. I understand that the actual transfer of the easement would not occur until the completion of the CEQA/NEPA processes, and I intend to request the NVRTA Board's approval at its meeting on September 18th to authorize staff to grant a future easement when the documents and funding are in place to complete the project.

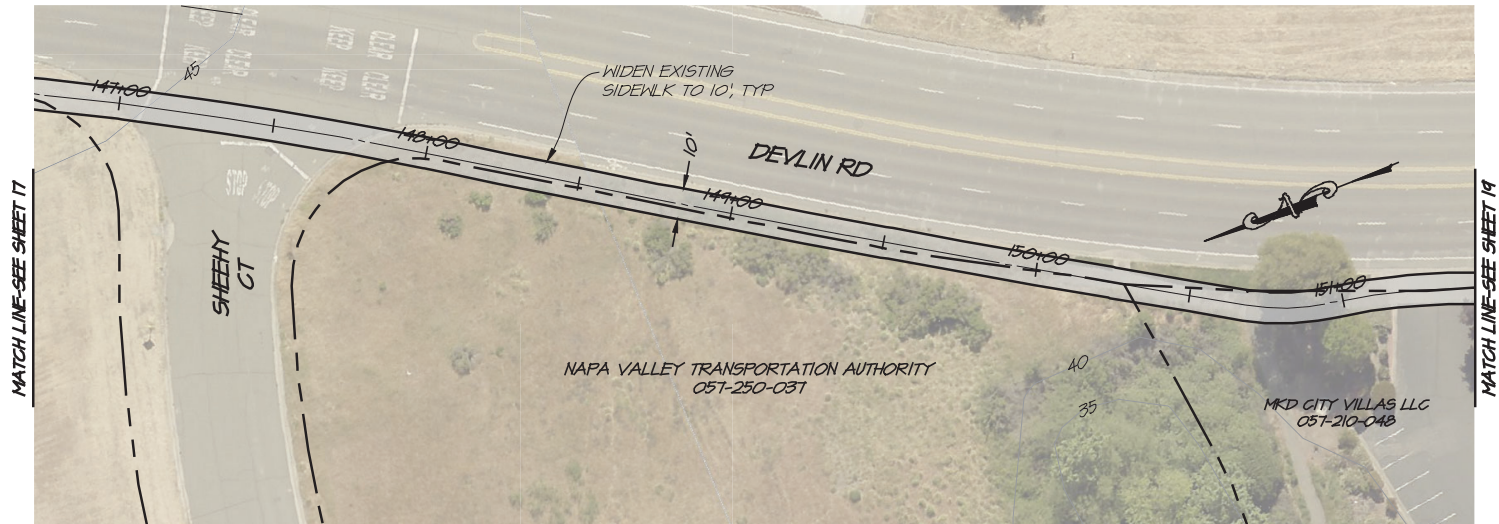
Please let me know if you have any questions or require clarification.

Sincerely,

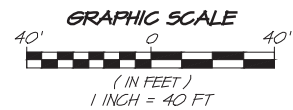
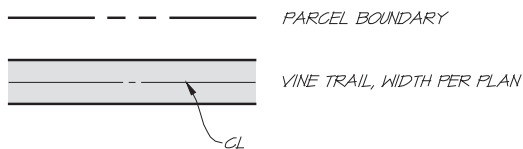
A handwritten signature in blue ink, appearing to read "Kate Miller", is written over a light blue horizontal line.

Kate Miller
Executive Director

EXHIBIT OF APPROXIMATE LOCATION VINE TRAIL - NAPASAN TO SOSCOL FERRY RD NAPA CALIFORNIA



LEGEND



RSA+ CONSULTING CIVIL ENGINEERS + SURVEYORS + est. 1980

AUG 2, 2024 4/22042.0 SHEET 18 OF 22

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NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Vine Transit Update

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) receive the fourth quarter Fiscal Year (FY) 2023-24 Vine Transit update.

EXECUTIVE SUMMARY

This report summarizes the Vine's operational performance during the fourth quarter for Fiscal Year (FY) 2023-24, covering the period April 1 to June 30, 2024. The board memo compares to the prior year to provide insight the most recent ridership trends and examines ridership over the last five years for historical context.

FISCAL IMPACT

Is there a Fiscal Impact? No



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Program Manager – Public Transit
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Vine Transit Update

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the fourth quarter Fiscal Year (FY) 2023-24 Vine Transit update.

BACKGROUND

Recent Schedule & Fare Changes

The most recent schedule change commenced on Sunday August 11, 2024, to coincide with the commencement of the 2024-2025 school year. The following changes went into effect:

- Adjustment of the Route 29 runtimes to better meet the San Francisco-bound BART trains at the El Cerrito Del Norte station and meet the Route 10 bus at the Redwood Park & Ride as part the Regional Transfer Plan
- Extending the local City of Napa Route G southward to serve the Napa County Health & Human Services campus
- Schedule adjustments to use the newly installed sidewalk & bus stops on the east side of Laurel Street in the City of Napa on Route B
- Schedule adjustments to factor in reduced time to serve the newly installed northbound shelter at the Napa Valley College
- Moving the northbound bus stop from Hwy 29 at Lodi Ln (in front of Freemark Abbey) in St. Helena approximately 1,500 feet north near Trinchero Winery due to Vine Trail construction
- Resuming the school trippers in American Canyon and St. Helena

- Use Route 11X stop on Devlin Road if Soscol Ferry road entrance to SR 29 is open in time

Additionally, on July 1, 2024, Vine Transit's recently approved fare increase went into effect.

Ridership

Table 1 compares the annual difference between fourth quarter of FY 2022-2023 to fourth quarter of FY 2023-2024 to show the year-over-year ridership increase of 19.06% in the City of Napa. The increase is attributable to our increase in fixed routes from four to six year over year as well as ridership during La Onda weekend.

Table 1: City of Napa Ridership - Comparing Q4 of FY23 & Q4 of FY24

	Q4 FY23	Q4 FY24	% Difference	Numerical Difference
Napa Local On Demand	3,979	980	-75.37%	-2,999
Fixed Route	23,379	31,592	35.13%	8,213
Total	27,358	32,572	19.06%	5,214

**In FY 2023, there were two or three vehicles providing on demand service in multiple locations. In FY 2024, there is one vehicle serving primarily the Browns Valley neighborhood (Route A) & bus stops along California Blvd. In FY 2023 there were only four (4) fixed routes and in FY 2024 there are six (6) fixed routes.*

Looking at the prior quarter, when there were also six fixed routes there is an overall increase of 8.24%, but some fluctuations between routes.

Table 2: City of Napa Ridership – Comparing Q3 to Q4 of FY 24

	Q3 FY24	Q4 FY24	% Difference	Numerical Difference
Napa On-Demand (Route A)*	1,050	980	-6.67%	-70
Route B	5,289	6,581	24.43%	1,292
Route C	13,636	14,683	7.68%	1,047
Route D	1,564	1,962	25.45%	398
Route E	2,235	2,816	26.00%	581
Route F	3,909	3,534	-9.59%	-375
Route G	2,409	2,016	-16.31%	-393
Total	30,092	32,572	8.24%	2,480

While ridership is an important key performance indicator (KPI), it is also important to track other KPIs. P passengers per revenue hour is a measure of the number of people on the bus for every hour that the bus is in service. It does not include the deadhead, which is the time leading to and from the maintenance yard. In Chart 1 on the next page, which includes data on weekdays, you can see that passengers per revenue hour (the grey bars) slightly increased from 5.0 to 5.4 when compared to Q4 of the previous fiscal year. The number of hours operated rose between Q4 FY 23 and Q4 FY 24 after implementing new routes in August 2023.

Chart 1: Passengers per Revenue Hour on City of Napa Routes (Weekdays)

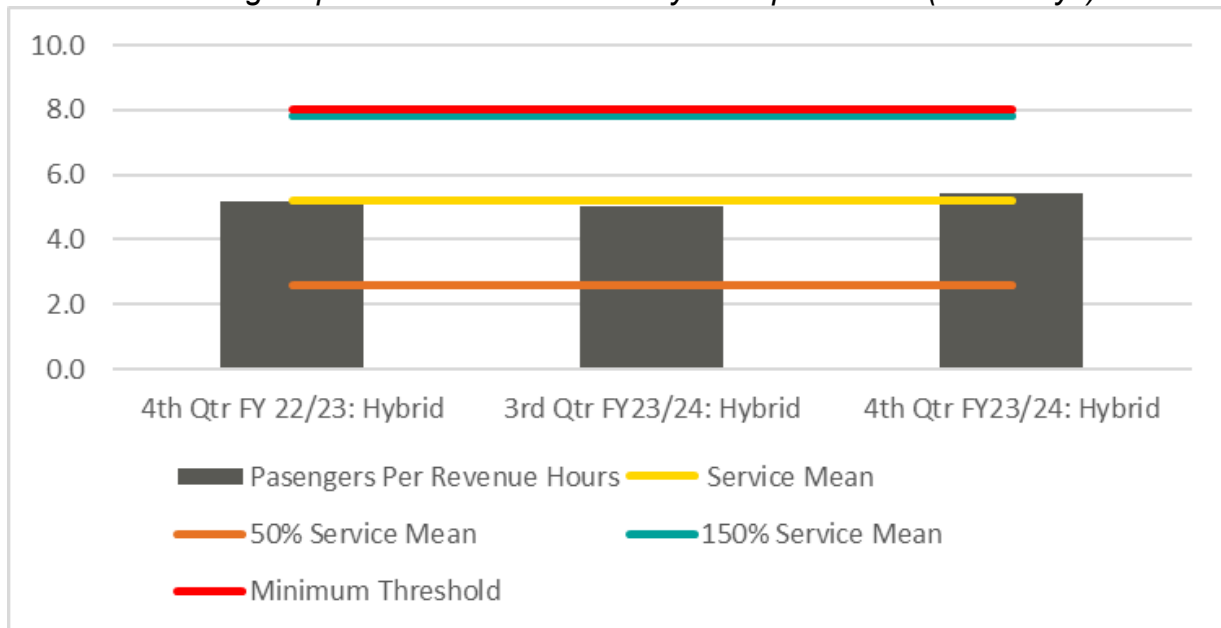


Chart 2 shows that the passengers per revenue hour vary a lot by route. The Route C passengers per revenue hour is the only local route above the pre-COVID 8.0 minimum threshold. All other fixed routes were in the 1.5 to 5.0 range with Route A on-demand coming in just below 2 passengers per revenue hour. This isn't surprising given the nature of on-demand service versus fixed route service.

Chart 2: Local Service Passengers per Revenue Hour (Weekdays)

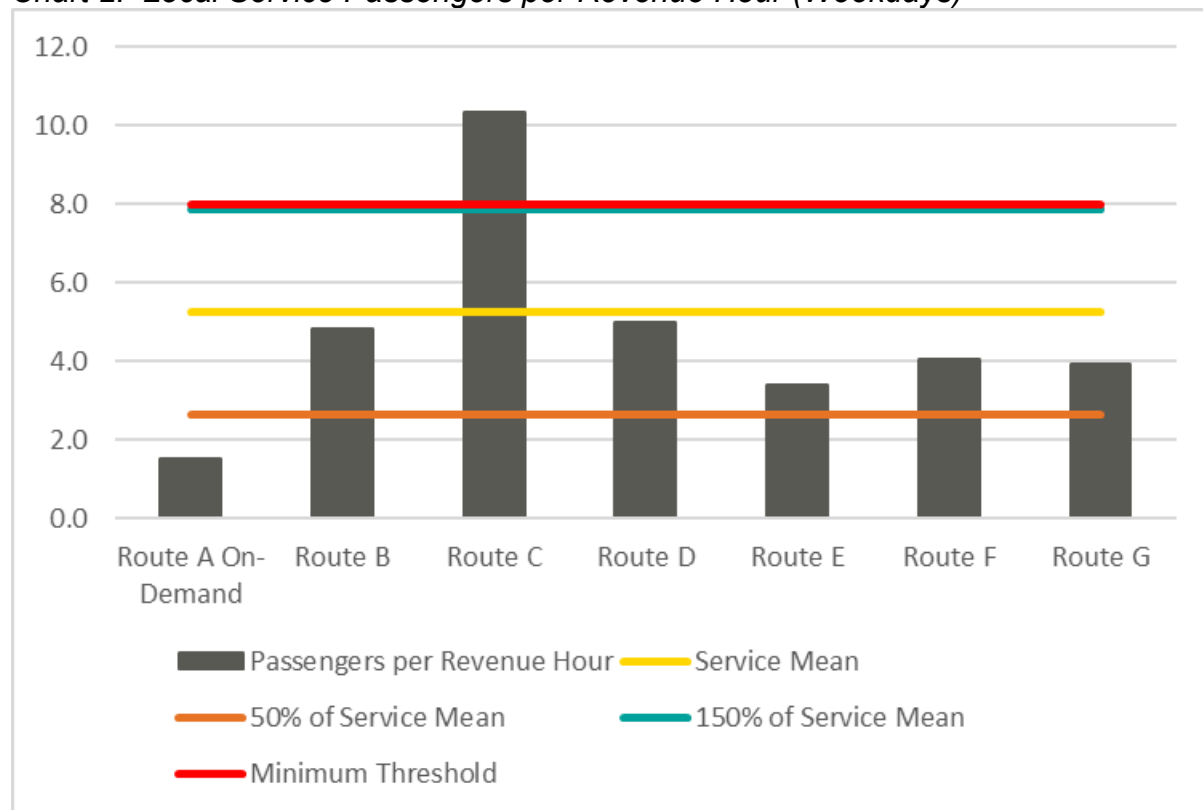


Table 3 shows steady overall ridership growth of approximately 11.95% for the quarter. The route showing the largest percentage improvement in ridership is Route 11X at 57%, followed by Route 21 at 20.16%. All regional routes saw growth compared to the same time period last year. A few of the reasons for this increase include the four additional trips per day on the Route 10, a decrease in the number of missed trips specifically on the Route 11X and longer day lights hours

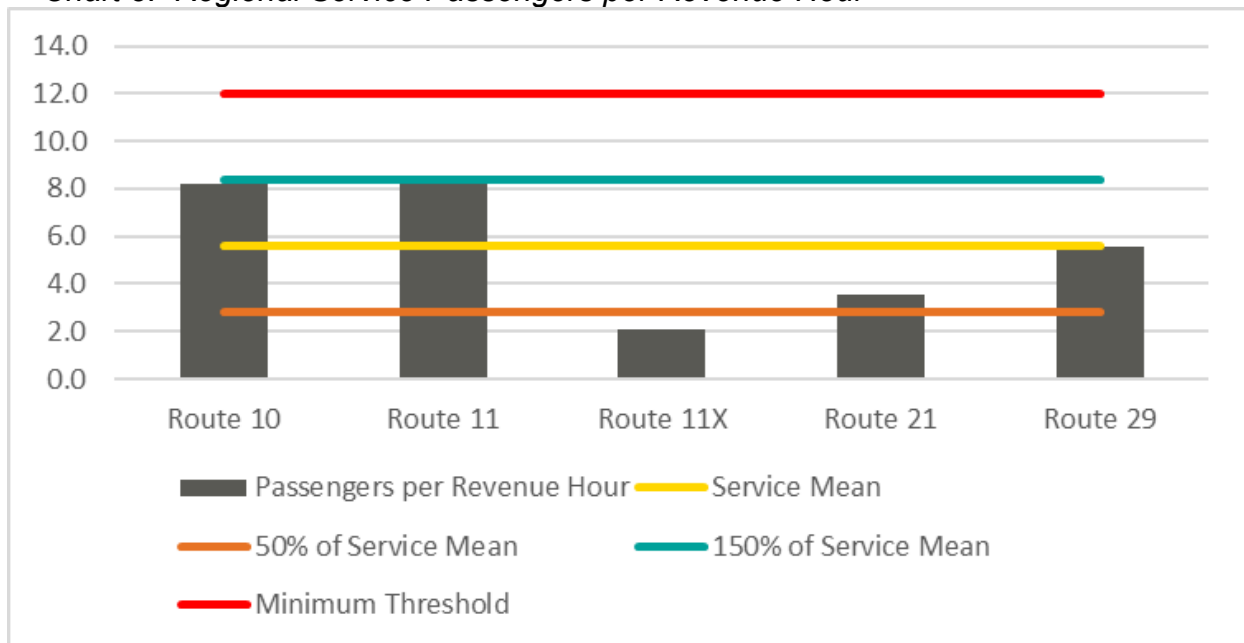
Table 3: Routes 10, 11, 11X, 21 & 29 Ridership – Comparing Q4 of FY23 & Q4 of FY24

	Q4 FY23	Q4 FY24	% Difference	Numerical Difference
Route 10	36,103	39,363	9.03%	3,260
Route 11	29,405	34,038	15.76%	4,633
Route 11X	673	1,056	56.91%	383
Route 21	3,482	4,184	20.16%	702
Route 29	9,226	9,674	4.86%	448
Total	78,889	88,315	11.95%	9,426

Passenger per revenue hour data on the weekdays shows that Routes 10 and 11 continue to be our most efficient regional routes. As shown on Chart 3, the Routes 10 and 11 have identical passengers per revenue of 7.7, but are still below the pre-COVID minimum

threshold of 12 passengers per revenue hour. The least productive route remains the Route 11X, which is geared towards Ferry commuters. To help entice ridership, staff lowered the fare during the July 1 fare increase to match the local fare price. Instead of paying \$3.00, the express bus price, passengers now only have to pay \$2.00 for the route. Additionally, staff is exploring the option of making alterations to the route.

Chart 3: Regional Service Passengers per Revenue Hour



Ridership decreased on the community shuttles overall by about 1% compared to the same quarter last year as shown in Table 3. Only the Yountville Bee experienced a significant ridership increase. There were nominal changes in Calistoga and American Canon and only St. Helena had a significant decrease. Part of the change in St Helena data is attributed to issues collecting the data on the St. Helena fixed route bus run during school hours. Up until April of 2024, the St Helena shuttle driver did a daily manual count on the number of riders on each school trip, but TransDev operations staff inadvertently instructed drivers to stop collecting this data as they believed it was being captured in the on-demand platform. NVTA staff did not recognize the error until reviewing the quarterly data, and instead used farebox data to approximate the ridership on the daily school trip and add it to the on-demand data for the fourth quarter of FY 2024.

Table 4: Community Shuttles– Comparing Q4 of FY23 & Q4 of FY24

	Q4 FY23	Q4 FY24	% Difference	Numerical Difference
Calistoga Shuttle	3,545	3,455	-2.54%	-90
St. Helena Shuttle	1,588	1,319	-16.94%	-269
Yountville Bee	1,087	1,394	28.24%	307
American Canyon Transit	4,922	4,887	-0.71%	-35
Total	11,142	11,055	-0.78%	-87

*Q4 2024 includes estimate of average ridership on St Helena fixed route of 135 riders per month. Data on this route was limited over the period. The reporting failure has been remedied and a full set of data will be available again starting July 1st

VineGo ridership rose by about 9% over the last year as seen in Table 5.

Table 5: VineGo Ridership – Comparing Q4 of FY23 & Q4 of FY24

	Q3 FY23	Q3 FY24	% Difference	Numerical Difference
VineGo	3,934	4,288	9.00%	354

Table 6 shows annual ridership over the past five fiscal years to provide an even broader context on the fluctuations of ridership pre-and post-COVID. The data shows continued progress from FY 19 through FY 24. It shows the system gaining ridership each fiscal year since FY 21, but at a slow rate with a 7.3% ridership gain from FY 23 to FY 24.

Table 6: Ridership – Comparing Fiscal Years 19, 20, 21, 22, 23, 24

	FY19	FY20	FY21	FY22	FY23	FY24
Fixed Route	957,403	640,342	236,775	369,444	413,166	453,972
Demand Response	103,701	88,485	78,711	71,821	74,829	69,787
Total	1,061,104	728,827	315,486	441,265	487,995	523,759

Chart 4 breaks down the fixed route data by route across the fourth quarters and also adds in the prior quarter (January – March 2024) to visually show the changes over time. The narrative differs by route. For routes 10 and 11 there has been an increase in ridership when comparing the fourth quarter of FY21, FY22 and FY23 to the most recent quarter. The local City of Napa Routes is generally trending upward. For commuter routes 11X, 21 and 29, ridership has remained consistently low and stagnant since the onset of COVID.

Chart 4: Total Fixed Route Ridership Change

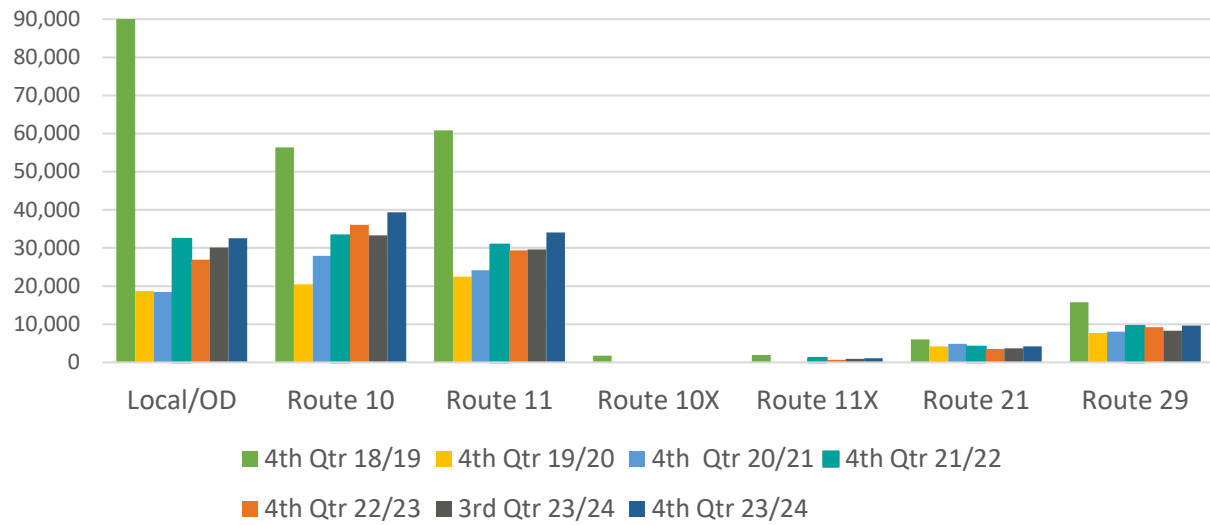
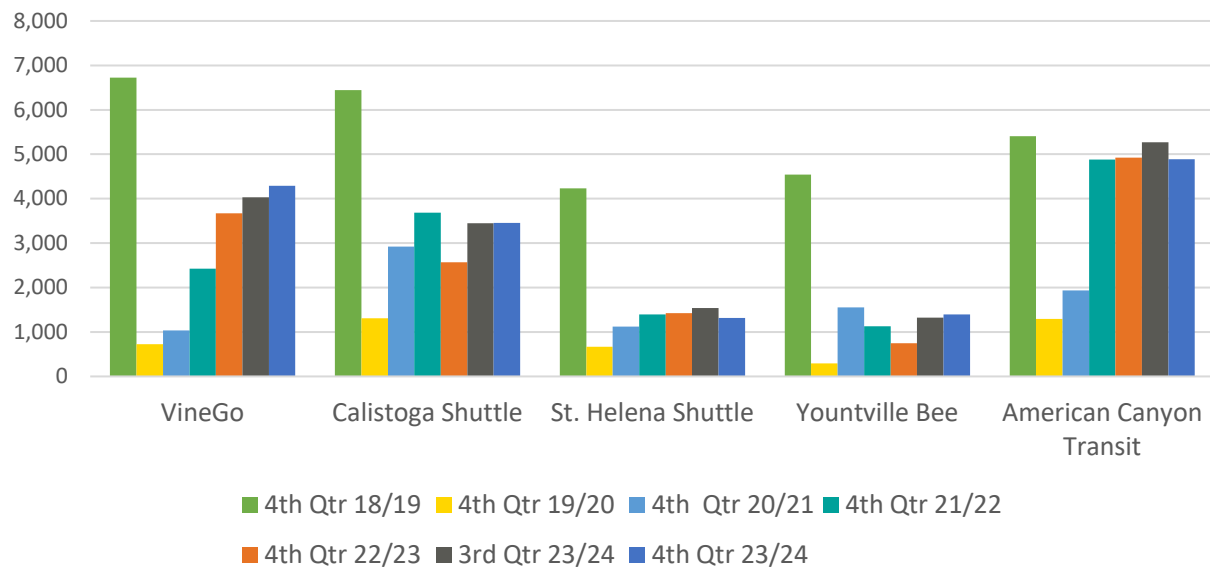


Chart 5 below takes the demand response data and segments it across the different services. Once again, there are differences across the jurisdictional services. St. Helena Shuttle and the Yountville Bee remain below 50% of pre-COVID levels while American Canyon Transit is inching closer to pre-COVID ridership levels. However, all services have been trending upward since the height of the COVID-19 pandemic.

Chart 5: Total Demand Response Ridership Change



Finally, Table 6 shows the missed trips during the fourth quarter of the current fiscal year compared to the fourth quarter of last Fiscal Year. NVTA's aging fleet has experienced some mechanical issues that have resulted in missed trips. Currently, NVTA has 14 electric buses on order with Gillig, but those aren't expected to arrive until 2025. In the meantime, Vine Transit will be receiving six new-to-us used Compressed Natural Gas (CNG) buses in August that will replace older vehicles that have surpassed their useful lives. Additionally, Vine Transit is exploring the option of leasing four 2019 Gillig hybrid buses from Golden Gate Transit (GGT). GGT currently has a fleet spare ratio of over 100%, so they are open to leasing some of their excess vehicles to NVTA. These additional newer buses should help decrease the number of missed trips caused by mechanical issues.

Table 7: Missed Trips During Q3 of FY 2023 and FY 2024

	Regular Missed Trips		On-Demand Missed Trips	
	Q4 FY 23	Q4 FY 24	Q4 FY 23	Q4 FY 24
April	14	84	12	4
May	14	32	12	0
June	9	37	14	1
Total	37	153	38	5

Upcoming Marketing Efforts

We are excited to premiere three new informational videos covering how to Ride The Vine, VineGo, and the Vine Transit Maintenance Facility. Additionally, new brochures for community shuttles in American Canyon and Calistoga, modeled after those for Yountville and St. Helena, are being created. We will begin including mobility brochures and VineGo information in all Meals on Wheels deliveries to seniors.

Recently, we attended the UpValley Family Centers Health Fair, Meet Me in the Streets in American Canyon, the Health Fair at Rohlffs Manor and the Seniors Against Financial Exploitation (S.A.F.E.) event in St Helena, with plans to visit more resource fairs in the near future. In addition, NVTA team is regularly attending the Downtown Napa Farmers Market. In September, we will launch the "Name the Animal" contest at events around Napa, inviting children to name the animals featured on our electric buses. Each participant will receive a stuffed mascot of the animal they name, which includes the Bee, Butterfly, Hawk, and Owl.

ATTACHMENTS

None



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Federal and State Legislative Update

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update, State Legislative Update, and the State Bill Matrix.

EXECUTIVE SUMMARY

The attached memos from Platinum Advisors summarizes recent federal and state legislative activities respectively.

FISCAL IMPACT

None



September 18, 2024
NVRTA Board Agenda Item 11.6

Continued From: New
Action Requested: INFORMATION

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8634 / Email: kmiller@nvta.ca.gov
SUBJECT: Federal and State Legislative Update

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board receive the Federal Legislative update (Attachment 1), State Legislative Update (Attachment 2), and the State Bill Matrix (Attachment 3).

BACKGROUND

Federal Update:

Given the lame-duck session, and that many legislators will be campaigning during October, it's highly unlikely that congress will finalize a budget, and continuing resolution (CR) is pretty much a given, in order to keep the government running. The CR will be needed to sustain some transportation programs, including the transit program that the agency relies on to support Vine operations.

State Update:

A brief summary of propositions that will be on the ballot are included on the State Report. Most relevant to NVRTA, and its partnering agencies, is Proposition 4 which would provide funding for climate programs, and Proposition 5 which lowers the voter approval requirements for local housing bonds. Fact sheets prepared by the Legislative Analyst Office on both propositions are included as Attachment 4 and 5, respectively.

A brief discussion of Measures on the local ballot is included below:

Measure U – Measure U was placed on the ballot by the Napa Valley Transportation Authority-Tax Agency Board and will extend the existing ½ cent sales tax under Measure T through 2055. The Measure will also allow the agency to bond against future revenues

in order to deliver projects sooner. The Measure also memorializes the distribution of revenues, will grant additional flexibility for jurisdictions to use up to 5% of their revenues for other transportation-related projects, will update the maintenance of effort provisions and active transportation requirements, will allow NVTa to use up to \$56 million for highway improvements and emergency transportation programs, and will increase NVTa's administrative revenues to 2%. Most of the funding (91.5%) will remain committed to maintain and rehabilitate local streets and road maintenance. The Measure would require a 2/3rds voter approval.

Measure B – Measure B is the Napa Valley Unified School District's general obligation bond proposal. The Measure requires a 55% voter approval and would raise \$230 million to upgrade school safety, security, and emergency response systems. It would further construct, upgrade and modernize aging schools, make American with Disabilities upgrades and make improvements and upgrades to other school facilities, such as parking, cafeteria and cooking facilities, heating and air conditioning equipment, and play yards and fields.

Measure G – is being placed on the ballot by the City of Napa and is a 1 cent permanent sales tax increase (7.75% to 8.75%). The Measure would raise \$22 million annually for City services including repairing potholes/streets, maintaining parks, recreation, senior/youth programs, protect water quality, support police and mental health response team for nonviolent calls; upgrade fire stations with lifesaving equipment. It would provide homeless encampment cleanup, construct essential facilities, enhance fire protection. The Measure is considered a general government use tax and therefore only requires 50% plus one vote for approval.

Measures A1 and A2 – have been placed on the ballot by the City of St. Helena. A1 requests the voters' approval to become a Charter City under a "limited" charter", which is necessary to implement A2, which is a supplemental Real Property Transfer Tax of 1.5% to all sales between \$1 and \$5 million and 3% to all sales over \$5 million. The Real Property Transfer Tax would generate \$7 million a year and be used for maintaining public safety, improve the City's sidewalk infrastructure. The Measures require a simple majority (50% plus 1) of the vote to pass.

Measure B – placed on the ballot by "A group of local residents, with the support of Noble House Hotels & Resorts" to gain City of St. Helena voter support of the St. Helena Resort project. The Measure would amend the City's General Plan and Zoning Code to permit development of a 56-room hotel and related public and visitor-serving amenities. The Measure would require a simple majority (50% plus 1) of the vote to pass.

ATTACHMENTS

- 1) August 30, 2024 Federal Update (Platinum Advisors)
- 2) August 30, 2024 State Update (Platinum Advisors)
- 3) August 30, 2024 State Bill Matrix
- 4) Legislative Analyst Office Analysis of Proposition 4
- 5) Legislative Analyst Office Analysis of Proposition 5

PLATINUM | ADVISORS

TO: Kate Miller, Executive Director
Napa Valley Transit Authority

FROM: Jessica Aune, Platinum Advisors

RE: Napa Valley Transit Authority August 2024 Monthly Report

DATE: Friday, August 30, 2024

State of Play and Congressional Update

Lawmakers are scheduled to return to Capitol Hill on September 9 following a month-long recess. With both chambers in session, leadership in the House of Representatives and Senate will continue working to advance their respective FY 2025 appropriations legislation. Before departing for nearly six weeks, the House passed five of the twelve spending bills – which were partisan in nature – despite a self-imposed deadline to get all bills approved by the full chamber ahead of the August recess.

The Senate Appropriations Committee advanced eleven of its twelve FY 2025 appropriations bills by wide bipartisan margins, but none were brought to the Senate floor for a vote. The Senate's bipartisan movement on its FY25 appropriations bills as compared to House lawmakers – who pulled a handful of bills from scheduled floor votes because of intraparty GOP disagreements – will only lend itself during bicameral negotiations on a short-term spending measure that would avert a potential shutdown at the end of the current fiscal year. Congressional leaders will need to come to an agreement on a continuing resolution to keep the government open by September 30th before Congress is scheduled to adjourn until after the November election.

Lawmakers must also pass legislation that would reauthorize programs under the Farm Bill, which are set to expire at the end of the fiscal year. There is a strong likelihood that a second short-term extension for the Farm Bill will be necessary. Both the House and Senate have passed their respective Water Resources Development Act 2024 legislation, allowing for a conference committee process to begin. Members of both chambers will reconcile bicameral legislative differences. A similar process will commence on the annual National Defense Authorization Act upon the Senate's passage of the measure likely after the election. The House passed their own version earlier in the summer along party lines.

Congressional lawmakers are currently scheduled to be absent for the entirety of October to accommodate members' election campaigns. During the month of September, much of the legislative activity could be limited to passing a continuing resolution that funds the federal government past the November election. With what is expected to be a close

election, lawmakers will be eager to return to their districts to campaign this fall. It remains to be seen if lawmakers will attempt to finalize FY 2025 appropriations in a lame duck session after the elections or next year at the beginning of a new administration.

Biden Administration Lame Duck Agenda

Now that Vice President Kamala Harris has formally secured the Democratic nomination for President ahead of the November elections, President Joe Biden and his team at the White House will focus on the following [four-pillar strategy](#) during the remaining six months of his presidency:

1. Continued implementation of key legislation, such as the Inflation Reduction Act, the Infrastructure Investment and Jobs Act, and the CHIPS and Science Act.
2. Lowering costs and growing the economy through additional actions on student loan debt relief and efforts to reduce prescription drug prices.
3. Defending personal freedoms and civil rights by addressing extremism and hate.
4. Ensuring U.S. strength, national security, and global leadership.

As demonstrated by the four-pillar strategy outlined by White House Chief of Staff Jeff Zients, the President's legislative agenda has been placed on pause. A divided Congress has already made it increasingly difficult for the White House to pass any of its legislative goals beyond what was achieved in the 117th session of Congress. Instead, federal agencies will work to finalize the remainder of any proposed regulations that bolster the President's broader regulatory agenda.

Pending Legislation of Interest

[H.R.125](#) — **To prohibit the imposition of mask mandates on public transportation.**

Sponsor: Biggs, Andy [Rep.-R-AZ-5]

Introduced: 1/9/2023

[H.R.327](#) — **To reduce the tax credit for new qualified plug-in electric drive motor vehicles by State subsidies for these vehicles.**

Sponsor: Estes, Ron [Rep.-R-KS-4]

Introduced: 1/12/2023

[H.R.490](#) — **To establish the Federal Infrastructure Bank to facilitate investment in, and the long-term financing of, economically viable U.S. infrastructure projects that provide a public benefit.**

Sponsor: Webster, Daniel [Rep.-R-FL-11]

Introduced: 1/24/2023

S.63 — A bill to adjust the effective date for application of certain amendments made with respect to the credit for new clean vehicles.

Sponsor: Manchin, Joe, III [Sen.-D-WV]

Introduced: 1/25/2022

H.R.495 — To amend the National Environmental Policy Act of 1969 to authorize assignment to States of Federal agency environmental review responsibilities.

Sponsor: Calvert, Ken [Rep.-R-CA-41]

Introduced: 1/25/2023

H.R.852 — To direct the Attorney General to establish a grant program for civilian traffic violation enforcement.

Sponsor: Rep. Torres, Ritchie [D-NY-15]

Introduced: 2/06/2023

H.R.873 — To authorize the Administrator of the Environmental Protection Agency to award grants and contracts for projects that use emerging technologies to address threats to water quality, and for other purposes.

Sponsor: Rep. Donalds, Byron [R-FL-19]

Introduced: 2/08/2023

S.352 — Highway Formula Modernization Act of 2023

Sponsor: Kelly, Mark [Sen.-D-AZ]

Introduced: 2/09/2023

H.R. 1500 – To establish a program to use anonymized data from third party entities to inform infrastructure planning decisions and improve transportation management capabilities.

Sponsor: Graves, Garret [Rep.-R-LA-6]

Introduced: 3/09/2023

Status: Advanced from T&I Committee

H.R.1665 — To direct the Secretary of Transportation to establish a program to provide grants to local governments to install publicly accessible safety charging stations for electric bicycles and scooters, and for other purposes.

Sponsor: Velazquez, Nydia M. [Rep.-D-NY-7]

Introduced: 03/17/2023

S.876 — A bill to establish a 90-day limit to file a petition for judicial review of a permit, license, or approval for a highway or public transportation project, and for other purposes.

Sponsor: Cruz, Ted [Sen.-R-TX]

Introduced: 03/21/2023

[H.R.1668](#) — **To amend title 23, United States Code, with respect to the highway safety improvement program, and for other purposes.**

Sponsor: Blumenauer, Earl [Rep.-D-OR-3]

Introduced: 03/21/2023

[H.R.2664](#) — **Transportation Innovation Coordination Act**

Sponsor: DelBene, Suzan K. [Rep.-D-WA-1]

Introduced: 04/18/2023

[H.R.3082](#) - **Mobility aids On Board Improve Lives and Empower all (MOBILE) Act**

Sponsor: Cohen, Steve [D-TN-9]

Introduced: 05/05/2023

[S.1535](#) — **A bill to require the Administrator of the Federal Aviation Administration to promulgate regulations to allow the transport of firefighters on board a covered aircraft operated on a mission to suppress a wildfire, and for other purposes.**

Sponsor: Kelly, Mark [Sen.-D-AZ]

Introduced: 05/10/2023

[H.R.3411](#) - **To increase access to higher education by providing public transit grants.**

Sponsor: Fitzpatrick, Brian K. [R-PA-1]

Introduced: 05/17/2023

[H.R.3468](#) — **To direct the Secretary of Energy to establish a grant program to facilitate electric vehicle sharing services operated at public housing projects, and for other purposes.**

Sponsor: Barragan, Nanette Diaz [D-CA-44]

Introduced: 05/18/2023

[H.R.3785](#) — **To amend title 23, United States Code, to require that public employees perform construction inspection work for federally funded highway projects, and for other purposes.**

Sponsor: Rep. Garamendi, John [D-CA-8]

Introduced: 06/01/2023

[H.R.3845](#) — **To amend title 23, United States Code, to increase accessible transportation for individuals with disabilities.**

Sponsor: Titus, Dina [Rep.-D-NV-1]

Introduced: 06/06/2023

[H.R.3896](#) — **To establish an airport infrastructure resilience pilot program.**

Sponsor: Cohen, Steve [Rep.-D-TN-9]
Introduced: 06/07/2023

[S.1929](#) — **A bill to direct the Administrator of the Federal Aviation Administration to provide progress reports on the development and implementation of the national transition plan related to a fluorine-free firefighting foam, and for other purposes.**

Sponsor: Peters, Gary C. [Sen.-D-MI]
Introduced: 06/12/2023

[S.1946](#) — **A bill to amend title 49, United States Code, to allow the owner or operator of a small hub airport that is reclassified as a medium hub airport to elect to be treated as a small hub airport, and for other purposes.**

Sponsor: Sen. Blackburn, Marsha [R-TN]
Introduced: 06/13/2023

[S.2075](#) — **A bill to amend the Infrastructure Investment and Jobs Act to modify the Safe Streets and Roads for All program.**

Sponsor: Fetterman, John [Sen.-D-PA]
Introduced: 06/21/2023

[S.Res.274](#) — **A resolution expressing the sense of the Senate to reduce traffic fatalities to zero by 2050.**

Sponsor: Blumenthal, Richard [Sen.-D-CT]
Introduced: 06/22/2023

[H.R.4598](#) — **To provide for disadvantaged business enterprise supportive services programs at modal administrations of the Department of Transportation, and for other purposes.**

Sponsor: Aguilar, Pete [Rep.-D-CA-33]
Introduced: 07/13/2023

[H.R.4621](#) — **To improve the environmental review process for highway projects through the use of interactive, digital, cloud-based platforms, and for other purposes.**

Sponsor: Johnson, Dusty [R-SD-At Large]
Introduced: 07/13/2023

[H.R.4636](#) — **To direct the Secretary of Transportation to establish a Wireless Electric Vehicle Charging Grant Program, and for other purposes.**

Sponsor: Stevens, Haley M. [Rep.-D-MI-11]
Introduced: 07/14/2023

[H.R.4728](#) — **To amend title 49, United States Code, to provide for free public transportation for individuals who are recently released from incarceration.**

Sponsor: Cleaver, Emanuel [Rep.-D-MO-5]

Introduced: 07/20/2023

[H.R.4857](#) — **Equitable Transit Oriented Development Support Act**

Sponsor: DeSaulnier, Mark [Rep.-D-CA-10]

Introduced: 07/25/2023

[S.2480](#) — **Connecting Hard-to-reach Areas with Renewably Generated Energy (CHARGE) Act of 2023**

Sponsor: Markey, Edward J. [Sen.-D-MA]

Introduced 07/25/2023

[H.R.4908](#) — **Expedited Federal Permitting for California Act**

Sponsor: Garamendi, John [Rep.-D-CA-8]

Introduced: 07/26/2023

[H.R.4982](#) — **Tolling Transparency Act of 2023**

Sponsor: Chavez-DeRemer, Lori [Rep.-R-OR-5]

Introduced: 07/27/2023

[H.R.5154](#) — **Connecting Hard-to-reach Areas with Renewably Generated Energy (CHARGE) Act of 2023**

Sponsor: Ocasio-Cortez, Alexandria [Rep.-D-NY-14]

Introduced: 08/04/2023

[H.R.5242](#) — **Connecting Our Neighbors to Networks and Ensuring Competitive Telecommunications (CONNECT) Act of 2023**

Sponsor: Pettersen, Brittany [Rep.-D-CO-7]

Introduced: 08/18/2023

[H.R.5359](#) — **Rural Development Modernization Act**

Sponsor: Costa, Jim [Rep.-D-CA-21]

Introduced: 09/08/2023

[H.R.5437](#) — **Protecting Infrastructure Investments for Rural America Act**

Sponsor: Finstad, Brad [Rep.-R-MN-1]

Introduced: 09/13/2023

[S.2855](#) — **A bill to modernize and streamline the permitting process for broadband infrastructure on Federal land, and for other purposes.**

Sponsor: Barrasso, John [Sen.-R-WY]

Introduced: 09/20/2023

[H.R.5656](#) — **To amend the Internal Revenue Code of 1986 to provide a tax credit for new off-road plug-in electric vehicles.**

Sponsor: Phillips, Dean [Rep.-D-MN-3]

Introduced: 09/21/2023

[S.2882](#) — **Stop EV Freeloading Act**

Sponsor: Fischer, Deb [Sen.-R-NE]

Introduced: 09/21/2023

[H.R.5859](#) — **To direct the Secretary of Transportation to establish a program to provide grants to protection and advocacy systems to advocate for individuals with disabilities to access transportation, and for other purposes.**

Sponsor: Wilson, Frederica S. [Rep.-D-FL-24]

Introduced: 09/29/2023

[H.R.5980](#) — **To amend title 49, United States Code, to authorize state of good repair grants to be used for public transportation resilience improvement, and for other purposes.**

Sponsor: Espaillat, Adriano [Rep.-D-NY-13]

Introduced: 10/18/2023

[S.3080](#) — **Resilient Transit Act of 2023**

Sponsor: Gillibrand, Kirsten E. [Sen.-D-NY]

Introduced: 10/18/2023

[H.R.6178](#) — **Bidirectional Electric Vehicle Charging Act of 2023**

Sponsor: Brownley, Julia [Rep.-D-CA-26]

Introduced: 11/02/2023

[H.R.6199](#) — **Build More Housing Near Transit Act of 2023**

Sponsor: Peters, Scott H. [Rep.-D-CA-50]

Introduced: 11/02/2023

[S.3216](#) — **Build More Housing Near Transit Act of 2023**

Sponsor: Schatz, Brian [Sen.-D-HI]

Introduced: 11/02/2023

[S.3246](#) — **Building Safer Streets Act**

Sponsor: Fetterman, John [Sen.-D-PA]

Introduced: 11/07/2023

[H.R.6376](#) — **To require certain grant recipients of transit and highway transportation projects to establish and contribute to a business uninterrupted monetary program fund, and for other purposes.**

Sponsor: Correa, J. Luis [Rep.-D-CA-46]

Introduced: 11/13/2023

[H.R.6665](#) — **To amend the Internal Revenue Code of 1986 to eliminate certain fuel excise taxes and impose a tax on greenhouse gas emissions to provide revenue for maintaining and building American infrastructure, and for other purposes.**

Sponsor: Fitzpatrick, Brian K. [Rep.-R-PA-1]

Introduced: 12/07/2023

[S.3477](#) — **A bill to increase access to higher education by providing public transit grants.**

Sponsor: Casey, Robert P., Jr. [Sen.-D-PA]

Introduced: 12/12/2023

[H.R.6964](#) — **To establish limitations on advanced payments for bus rolling stock, and for other purposes.**

Sponsor: Fischbach, Michelle [Rep.-R-MN-7]

Introduced: 01/11/2024

[H.R.6997](#) — **Disaster Contract Improvement Act**

Sponsor: LaLota, Nick [Rep.-R-NY-1]

Introduced: 01/16/2024

[S.3605](#) — **A bill to require the Secretary of Transportation to develop guidelines and best practices for local evacuation route planning, and for other purposes.**

Sponsor: Padilla, Alex [Sen.-D-CA]

Introduced: 01/17/2024

[H.R.7009](#) — **Securing Airport Facilities for Enhanced Parking Act**

Sponsor: Caraveo, Yadira [Rep.-D-CO-8]

Introduced: 01/17/2024

[H.R.7012](#) — **Transit Emergency Relief Act**

Sponsor: D'Esposito, Anthony [Rep.-R-NY-4]

Introduced: 01/17/2024

[H.R.7039](#) — **To amend title 49, United States Code, to establish a program to provide grants to eligible recipients for eligible operating support costs of public transportation, and for other purposes.**

Sponsor: Johnson, Henry C. "Hank," Jr. [Rep.-D-GA-4]

Introduced: 01/18/2024

[H.R.7191](#) — **Save Our Pedestrians Act of 2024**

Sponsor: Carey, Mike [Rep.-R-OH-15]

Introduced: 02/01/2024

[H.R.7273](#) — **Undoing Nationwide Programs and Limiting Unnecessary Grants for Electric Vehicles Act (UNPLUG EVs) Act**

Sponsor: Burlison, Eric [Rep.-R-MO-7]

Introduced: 02/07/2024

[H.R.7286](#) — **Generating Resilient, Environmentally Exceptional National (GREEN) Streets Act**

Sponsor: Huffman, Jared [Rep.-D-CA-2]

Introduced: 02/07/2024

[H.R.7504](#) — **To expand and modify the grant program of the Department of Veterans Affairs to provide innovative transportation options to veterans in highly rural areas, and for other purposes.**

Sponsor: Perez, Marie Gluesenkamp [Rep.-D-WA-3]

Introduced: 02/29/2024

[H.R.7548](#) — **Small Business Transportation Investment Act of 2024**

Sponsor: Miller, Carol D. [Rep.-R-WV-1]

Introduced: 03/05/2024

[S.3924](#) — **Bus Rolling Stock Modernization Act of 2024**

Sponsor: Smith, Tina [Sen.-D-MN]

Introduced: 03/12/2024

[H.R.7980](#) — **End Chinese Dominance of Electric Vehicles in America Act of 2024**

Sponsor: Miller, Carol D. [Rep.-R-WV-1]

Introduced: 04/15/2024

Latest Action: House - 04/17/2024 Ordered to be Reported in the Nature of a Substitute (Amended) by the Yeas and Nays: 22 - 18.

[H.R.8121](#) — **To amend the Intermodal Surface Transportation Efficiency Act of 1991 to prohibit congestion or cordon pricing in a value pricing program, and for other purposes.**

Sponsor: Malliotakis, Nicole [Rep.-R-NY-11]

Introduced: 04/23/2024

[H.R.8253](#) — **To establish a green transportation infrastructure grant program, and for other purposes.**

Sponsor: Garcia, Robert [Rep.-D-CA-42]

Introduced: 05/06/2024

[S.4277](#) — **A bill to establish a green transportation infrastructure grant program, and for other purposes.**

Sponsor: Warren, Elizabeth [Sen.-D-MA]

Introduced: 05/07/2024

[S.4299](#) — **A bill to require the Secretary of Transportation to issue a rule relating to the collection of crashworthiness information under the New Car Assessment Program of the National Highway Traffic Safety Administration, and for other purposes.**

Sponsor: Fischer, Deb [Sen.-R-NE]

Introduced: 05/09/2024

[H.R.8349](#) — **To establish the position of National Roadway Safety Advocate within the Department of Transportation, and for other purposes.**

Sponsor: Cohen, Steve [Rep.-D-TN-9]

Introduced: 05/10/2024

[H.R.8357](#) — **To provide that not less than 3 percent of the amounts made available for certain Federal-aid highway programs shall be expended through veteran owned small business concerns, and for other purposes.**

Sponsor: Kim, Andy [Rep.-D-NJ-3]

Introduced: 05/10/2024

[H.R.8486](#) — **To direct the Secretary of Transportation, in coordination with the Secretary of Housing and Urban Development, to establish a thriving communities grant program.**

Sponsor: Torres, Norma J. [Rep.-D-CA-35]

Introduced: 05/21/2024

[S.4389](#) — **A bill to amend the Internal Revenue Code of 1986 to promote the increased use of renewable natural gas, to reduce greenhouse gas emissions and other harmful transportation-related emissions that contribute to poor air quality, and to increase job creation and economic opportunity throughout the United States.**

Sponsor: Tillis, Thomas [Sen.-R-NC]

Introduced: 05/22/2024

[S.4422](#) — **A bill to require original equipment manufacturers of digital electronic equipment to make available certain documentation, diagnostic, and repair information to independent repair providers, and for other purposes.**

Sponsor: Lujan, Ben Ray [Sen.-D-NM]

Introduced: 05/23/2024

[H.R.8737](#) — To amend the Infrastructure and Investment and Jobs Act to repeal the authority of the Secretary of Energy and the Secretary of Transportation to maintain an electric vehicle working group, and for other purposes.

Sponsor: Ogles, Andrew [Rep.-R-TN-5]

Introduced: 06/13/2024

Executive Branch

Department of Transportation

DOT [announced](#) the *Saving Lives with Connectivity: A Plan to Accelerate V2X Deployment*, which will guide the implementation of vehicle-to-everything technologies across the nation and support USDOT's commitment to pursue a comprehensive approach to reduce the number of roadway fatalities to zero. The Plan, initially released in draft form for public comment in October of last year, is focused on road safety, mobility, and efficiency through technology that enables vehicles and wireless devices to communicate with each other and with roadside infrastructure.

DOT [announced](#) that it intends to award a total of \$2.4 million in contracts to twelve U.S. small businesses to leverage advancements in AI to improve transportation. With funding from the Department's Small Business Innovation Research (SBIR) program, the Complete Streets AI Initiative is a multi-phase effort to develop robust new decision support tools for state, local, and Tribal transportation agencies that assist in the siting, design, and deployment of Complete Streets, which are streets and networks that prioritize safety, comfort, and connectivity to destinations for all people who use them.

Federal Aviation Administration

FAA is [awarding](#) \$566.4 million via 296 grants in 47 states to modernize airports. The AIG funds can be used for airport planning, development, sustainability, terminal expansions, baggage system upgrades, runway safety enhancements and noise compatibility projects at eligible airports.

Federal Transit Administration (FTA)

FTA [announced](#) a final rule updating FTA's Public Transportation Safety Certification Training Program. These updates maintain a uniform safety training curriculum and minimum requirements for rail transit and state safety personnel, building upon existing training requirements for safety professionals.

Federal Highway Administration (FHWA)

FHWA [announced](#) the availability of \$800 million in funding under the Low Carbon Transportation Materials (LCTM) Program. LCTM will support the use of low-carbon materials and products used in transportation that reduce air pollution, specifically

greenhouse gas emissions (GHG). FHWA made \$1.2 billion available under this program for state DOTs in March 2024 and is now opening funding up to other potential applicants such as cities, metropolitan planning organizations, tribal governments and other federal, state and local agencies that also carry out transportation activities.

FHWA [announced](#) more than \$26.5 million in planning grants through its competitive Bridge Investment Program, which will fund 28 projects in 18 states. The program supports projects that improve the safety, efficiency, and reliability of the movement of people and freight over the nation's bridges, including improving the condition of bridges; reducing the number of bridges in fair or poor condition or cannot meet the existing or future demands of the transportation network.

Joint Office of Energy and Transportation (Joint Office)

The Joint Office [announced](#) \$521 million in Charging and Fueling Infrastructure (CFI) Grant Program awards to continue building out EV charging and alternative-fueling infrastructure in communities across the country, along designated highways, interstates, and major roadways. The CFI grants will fund EV charging and alternative-fueling infrastructure in 29 states, including the construction of more than 9,200 EV charging ports, with the majority of the investment – nearly \$321 million – designated for 41 projects that expand all types of EV infrastructure in communities, including Level 2 and DC fast chargers.

The Joint Office [launched](#) the Innovative Queue Management Solutions (iQMS) for Clean Energy Interconnection and Energization program, a new funding program to pilot innovative solutions for managing renewable energy and electric vehicle (EV) charging interconnection and energization queues. The program will award \$11.2 million across 25 distribution utilities for innovative approaches that can accelerate timelines for clean energy and EV charging projects.

PLATINUM | ADVISORS

August 30, 2024

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

Session Status: We are in the final hours of the 2023-24 session. As of today, the legislature has 315 bills to consider before midnight on Saturday. With the requirement that all amendments must be in print for 72 hours before they can be considered, there are a few bills that cannot be taken up until 11:00 p.m. on Saturday. As always it will be a late-night rush to meet the midnight sine die deadline. Only bills with an urgency clause can be considered after the clock strikes midnight.

The final month of session was made a little shorter when several members left town to attend the Democratic National Convention. While enough legislators stayed in Sacramento to hold floor sessions, not much was accomplished.

End of Session, Session: While most of the bills making their way to the Governor were introduced earlier this year, the final week contains another legislative session where new proposals come to light in the waning days. The deadline to amend legislation in order to meet the 72 hour in print requirement was Wednesday, August 28th. The following is a summary of a few of the end of session proposals that were “introduced” this week.

- AB 98 is a new proposal would place strict new requirements on the construction of new warehouses and distribution centers. Among the provisions of this bill are specified setbacks from neighboring parcels that contain housing, require a project that removes housing to build 2 new dwelling units for every unit removed, and require these new facilities to accommodate zero emission vehicle technologies.
- Several existing and new proposals are being bundled into an energy package. This includes legislation to prepare a state level programmatic environmental

impact report (EIR) for wind, solar and energy transmission projects. This package also includes SB 1420 (Caballero) that would expand existing permit streamlining provisions to hydrogen production facilities.

One piece of this package would grant the Energy Commission new authority to require gasoline producers to notify the state of any refinery maintenance that would take the refinery offline, and require refineries to establish minimum fuel reserves that would be used to avoid price spikes while the refinery is offline. The cool reception given by legislators to the fuel reserves proposal has raised the specter of a special session being called to address fuel prices.

Ballot Measures: The California ballot for the upcoming election has been finalized, featuring 10 propositions that address a diverse range of policy areas including retail theft, healthcare, climate change, rent control, and taxation. The following 10 propositions have been officially certified for the ballot:

Proposition 2: \$10 billion bond proposal to make improvements at K-12 schools and community colleges.

Proposition 3: Reaffirm the right of same-sex couples to marry. This proposal would repeal the unconstitutional provisions in the Constitution that limits marriage to a man and a woman.

Proposition 4: \$10 billion bond for climate programs. This bond proposal includes funding for a wide range of climate related improvements. However, it does not include any funding for zero emission vehicle programs.

Proposition 5: Lower voter approval requirements for local housing bonds. This proposal includes the amendments proposed by ACA 1, and the amendments made by ACA 10. As it appears on the ballot, Proposition 5 would establish conditions whereby local housing bonds could be approved by 55% of the voters.

Proposition 6: Limit forced labor in state prisons. This proposal would amend the Constitution to prohibit the use involuntary servitude as a punishment for a crime.

Proposition 32: Raise the state minimum wage to \$18 an hour. This proposal would increase the minimum wage, and annually adjust the minimum wage based on inflation starting in 2026.

Proposition 33: Allow local governments to impose rent controls. This proposal would eliminate the Costa-Hawkins law, and allow local governments to control rents for any housing. This proposal does not affect any existing local rent control laws.

Proposition 34: Require certain health providers to use nearly all revenue from a federal prescription drug program on patient care. Proposition 34 creates new rules

about how certain health care entities spend revenue from the federal drug discount program. Specifically, the entities would have to spend at least 98 percent of their net revenue earned in California on health care services provided directly to patients.

Proposition 35: Make permanent a tax on managed health care insurance plans.

Proposition 35 makes the existing health plan tax permanent beginning in 2027. The state would still need federal approval to charge the tax.

Proposition 36: Increase penalties for theft and drug trafficking. Under this proposal people convicted of certain drug or theft crimes could receive increased punishment, such as longer prison sentences. In certain cases, people who possess illegal drugs would be required to complete treatment or serve up to three years in prison.

PLATINUM | ADVISORS

August 30, 2024

ATTACHMENT 3
NVTB Board Item 11.6
September 18, 2024

TABLE 1: BOARD ADOPTED POSITIONS

	Subject	Status	Board Position
AB 817 (Pacheco D) Open meetings: teleconferencing: subsidiary body	AB 817 would authorize a “subsidiary body” to remotely hold a public meeting if specified conditions are met. <i>AB 817 failed passage in the Senate Local Government Committee because the author would not accept all the amendments proposed by the Committee. Reconsideration of the bill was granted in the event the author changes her mind.</i> The Committee proposed several amendments to narrow the application of the bill to specific types of advisory bodies, which the author accepted. However, there were two amendments the author would not accept. This resulted in the chair voting “no” causing the rest of the committee to hold off, or vote no. The two changes that are holding up this bill include the following: • The provisions of the bill would not apply to advisory bodies where the members are compensated. • Require a quorum to be present at a single public location; however, members of the body that have “specific needs” may count toward the quorum even if they participate remotely.	Senate Local Government Failed Passage Dead	SUPPORT
AB 1837 (Papan D) San Francisco Bay area: public transportation.	AB 1837 remains in the Senate Transportation Committee and will not be moving forward this year. This bill would codify the existing Regional Network Manager Council that consists of specified Bay Area transit general managers. The bill would require MTC to create a council consisting of 11 representatives that would	Senate Transportation Dead	Watch

	Subject	Status	Board Position
	consist of the general managers from the large operators plus 4 additional general managers selected by specified general managers. The bill charges the Council to represent the interests of its stakeholders, provide critical input on regional transit policies, and provide guidance on regional transit policies and plans.		
<u>AB 1904</u> <u>(Ward D)</u> Transit buses: yield right-of-way sign.	Existing law allows Santa Clara VTA and Santa Cruz Metropolitan Transit District to equip buses with a “yield right-of-way” sign to inform motorists when the bus re-entering a traffic lane. AB 1904 would expand the above authorization to allow any transit operators to equip its bus with yield right-of-way signs. Under AB 1904 these signs could be an illuminated sign or a static decal.	Governor's Desk	Support
<u>AB 2719</u> <u>(Wilson D)</u> Vehicles: commercial vehicle inspections.	AB 2719 was approved unanimously by the Assembly Committee on Transportation. This bill creates an alternative safety inspection process for public transit vehicles to ensure their safety and maintains the transit agency's ability to provide reliable, on-time transit service. AB 2719 is sponsored by NVRTA and SolTrans. The purpose of this bill is to create an alternative inspection process that will exempt public transit buses from being required to stop at any roadside inspection station.	Assembly Appropriations Held on Suspense File Dead	Co-Sponsor
<u>AB 2824</u> <u>(McCarty D)</u> Battery; Public Transportation Provider	As amended, AB 2824 would expand the application of existing provisions for battery of a bus operator to also include an agent, employee, or contractor to a public transit operator. The existing penalty for battery includes a fine of up to \$10,000, or up to one year in county jail, or both. The bill would also include imprisonment in state prison for up to 16 months, or 2 years, or 3 years.	Assembly Public Safety Dead	Support

	Subject	Status	Board Position
	AB 2824 will not move forward this year. The author and the sponsors could not reach an agreement on adding provisions to the bill to allow transit operators to issue prohibition orders.		
<u>AB 3214</u> (Fong, Mike D) Public transit: advertising.	AB 3214 would require the state to prioritize purchasing advertising space offered by public transit operators when implementing a public awareness campaign. This measure will not move forward this year. The author and sponsors will pursue an administrative solution before seeking legislation.	Assembly Transportation Dead	Support
<u>SB 537</u> (Becker D) City and County of Los Angeles: memorial to forcibly deported Mexican Americans and Mexican immigrants.	SB 537 was removed from the Inactive File and then gutted and amended. As amended, the bill would grant permission to construct a memorial on state property in Los Angeles. The prior version of the bill provided some flexibility for remote participation in public meetings by multi-jurisdictional, cross-county local agencies with appointed members. These provision have been removed.	Senate Floor Concurrence	WATCH (prior version)
<u>SB 769</u> (Gonzalez D) Local government: fiscal and financial training	SB 769 would require, if a local agency provides any type of compensation, or expense reimbursement to members of its legislative body, to provide the members of the legislative body at least two hours of fiscal and financial training at least once every two years. Fiscal and financial training is defined to include the following: • Laws and principles relating to financial administration and short-and long-term fiscal management, • Laws and principles relating to capital financing and debt management, pensions and other postemployment benefits, and cash management and investments.	Assembly Appropriations Held on Suspense File Dead	Watch

	Subject	Status	Board Position
	General fiscal and financial planning principles and any pertinent laws relevant to the local agency official's public service and role in overseeing the local agency's operations.		
SB 925 (Wiener D) San Francisco Bay area: local revenue measure: transportation improvements.	SB 925 was a spot bill that included intent language stating that this bill would authorize MTC to propose a revenue measure to fund the operation, expansion, and transformation of the public transportation system, and other transportation improvements. SB 1031 later became the vehicle for the regional funding measure. SB 925 was amended to address the sale of goods in public spaces in San Francisco.	Assembly Appropriations Held of Suspense File Dead	Watch (prior version)
SB 926 (Wahab D) San Francisco Bay area: public transportation.	SB 926 directs CalSTA to develop a plan to consolidate all transit operations in the Bay Area. The content of this bill has been added to SB 1031.	Senate Transportation Dead	Watch
SB 947 (Seyarto R) Department of Transportation: state highway projects: agreements with public entities: project design changes.	SB 947 would add to the project cost agreement between a local entity and Caltrans a requirement making Caltrans responsible for any additional costs associated with a new project design adopted by Caltrans after the project is included in the state transportation improvement program or the state highway operation and protection program.	Senate Transportation Dead	Watch
SB 960 (Wiener D) Transportation: planning: transit priority projects: multimodal.	SB 960 would place in statute the requirement for Caltrans to include "complete street" improvements to transportation projects. The bill was amended on July 3rd to reflect suggested changes by Caltrans. While the amendments provide some flexibility to Caltrans to phase in these requirements, the overall intent of the bill remains in place. Caltrans suggesting amendments bodes well for SB 960 being signed into law.	Governor's Desk	Support

	Subject	Status	Board Position
	This bill also requires inclusion of bicycle, pedestrian, and transit priority facilities in the Transportation Asset Management Plan, the State Highway System Management Plan, and the plain language performance report of the State Highway Operation and Protection Program (SHOPP). This bill requires any project in the SHOPP to include bicycle, pedestrian, and transit priority projects unless a specified exception applies.		
SB 1031 (Wiener D) San Francisco Bay area: local revenue measure: transportation improvements.	Given growing debate over the content of the bill, Senators Wiener and Wahab decided to shelve the bill for this year in order to provide more time to develop a consensus measure that will be introduced next session. SB 1031 enacts the Connect Bay Area Act, which authorizes MTC to impose specified taxes to fund transportation improvements in the San Francisco Bay Area. The bill also grants MTC the authority to condition the allocation of this revenue to transit operators, and the bill directs CalSTA to study the potential consolidation of transit operators or specific functions of transit operators. The goal of SB 1031 is to create a path to long-term operational stability for Bay Area transit systems, while also investing in transit capital needs and in our roads.	Assembly Desk Dead	Support

November 5, 2024 Ballot



PROPOSITION 4

Authorizes Bonds for Safe Drinking Water, Wildfire Prevention, and Protecting Communities and Natural Lands From Climate Risks. Legislative Statute.

ANALYSIS OF MEASURE

BACKGROUND

State Pays for Natural Resources and Climate Activities. The state pays for many activities aimed at conserving natural resources, as well as responding to the causes and effects of climate change (“natural resources and climate activities”). These activities focus on increasing the amount of water available for use, conserving land to benefit fish and wildlife, increasing recreational opportunities at state and local parks, and other purposes. In some cases, state government agencies perform natural resources and climate activities. In other cases, the state provides grants and loans to local governments, not-for-profit organizations, and businesses to support similar activities.

State Pays for Natural Resources and Climate Activities in Various Ways. Sometimes the state pays up front for natural resources and climate activities with money it already has. In other cases, the state pays for these activities by using bonds. Bonds are a way that the state borrows money and then repays the money plus interest over time. (For more information about bonds, please see “Overview of State Bond Debt” later in this guide.)

Over the past decade, the state has spent an average of about \$13 billion each year (annually) on natural resources and climate activities. About 15 percent of this amount has been from bonds. The state still has a few billion dollars remaining from prior natural resources and climate bonds that have not yet been committed for specific activities.

Local and Federal Governments Also Pay for Similar Activities. In addition to the state funding, other entities also pay for natural resources and climate activities. For example, in some areas, local governments pay for water and energy infrastructure as part of their roles as local utilities. Local governments such as cities and counties also pay for local parks. The federal government also pays for various natural resources and climate activities. For example, the federal government provides money to improve local drinking water systems and to build energy infrastructure.

PROPOSAL

New Bond for Natural Resources and Climate Activities. Proposition 4 allows the state to sell a \$10 billion bond for natural resources and climate activities. Much of the bond money would be used for loans and grants to local governments, Native American tribes, not-for-profit organizations, and businesses. Some bond money also would be available for state agencies to spend on state-run activities.

Funding Would Pay for a Variety of Activities. As shown in Figure 1, Proposition 4 pays for activities within eight broad categories, each with different goals. Some of the main activities in each category are summarized below:

Figure 1

Key Goals of Proposition 4 Bond Funds
(In Millions)

Category	Key Goals	Amount
Drought, Flood, and Water Supply	Increase the amount and quality of water available for people to use and reduce the risk of flooding.	\$3,800
Forest Health and Wildfire Prevention	Improve the health of forests and protect communities from wildfires.	1,500
Sea-Level Rise and Coastal Areas	Reduce the risks from sea-level rise, restore coastal areas, and protect fish.	1,200
Land Conservation and Habitat Restoration	Protect and restore natural areas.	1,200
Energy Infrastructure	Support the state's shift to more renewable sources of energy, such as offshore wind.	850
Parks	Expand, renovate, and repair local and state parks.	700
Extreme Heat	Reduce the effects of extreme heat on communities.	450
Farms and Agriculture	Help farms respond to the effects of climate change and become more sustainable.	300
Total		\$10,000

- ***Drought, Flood, and Water Supply (\$3.8 Billion).*** Roughly half of this money would be for activities to increase the amount and quality of water available for people to use (\$1.9 billion). This would include storing water so it can be used during future droughts, as well as cleaning polluted water to make it safe to drink. Money would also be used to help reduce the risk of floods, such as by repairing dams and capturing and reusing stormwater (\$1.1 billion). The rest of the money would be used for various activities, such as restoring rivers and lakes.
- ***Forest Health and Wildfire Prevention (\$1.5 Billion).*** All of this money would support activities to improve the health of forests and reduce the risk of severe and destructive wildfires. This would include thinning trees in forests that are overgrown

and clearing vegetation near where people live. Money would also be used for other activities, such as helping homeowners make their properties more resistant to wildfire damage.

- ***Sea-Level Rise and Coastal Areas (\$1.2 Billion).*** Most of this money would pay for activities to restore coastal areas and protect them from the effects of rising sea levels (\$890 million). This could include restoring wetlands so they can serve as buffers to rising sea levels. The rest of this money would be used to improve ocean habitats and protect fish and other marine wildlife (\$310 million).
- ***Land Conservation and Habitat Restoration (\$1.2 Billion).*** This money would be used to protect and restore land for the benefit of fish and wildlife. For example, it could support purchasing land to set aside so that it is not developed.
- ***Energy Infrastructure (\$850 Million).*** More than half of this money would support the development of wind turbines off the California coast (\$475 million). Most of the remaining money would pay for building infrastructure such as transmission lines to carry electricity long distances (\$325 million). The rest of the money would pay for projects to build large batteries that store electricity for when it is needed (\$50 million).
- ***Parks (\$700 Million).*** The bulk of this money would support various activities that expand recreational opportunities at parks or reduce the impacts of climate change on parks (\$300 million). These activities could include adding new trails and parking areas. Some of this money would provide grants to local communities to build new parks or renovate existing parks (\$200 million). The rest of this money would be used to repair state parks and provide nature education (\$200 million).
- ***Extreme Heat (\$450 Million).*** Much of this money would pay for activities focused on protecting communities from extreme heat (\$200 million). These activities could include adding trees and greenspaces. *Money would also support places for people to go during heatwaves or disasters (\$100 million).* The rest of the money would provide grants for local communities to conduct activities that provide environmental benefits, such as reducing air pollution (\$150 million).
- ***Farms and Agriculture (\$300 Million).*** Much of this money would be used for activities that encourage farmers to improve soil health, reduce air pollution, and use less water (\$105 million). This money would also support community gardens and farmers' markets, such as by purchasing shade canopies (\$60 million). The rest of this money would support a range of other activities, such as purchasing vans to transport farmworkers and conserving farmland.

Establishes Other Requirements for the Use of Funds. Proposition 4 requires the bond money to be used in certain ways. For example, at least 40 percent of bond money must be used for activities that directly benefit communities that have lower incomes or are more vulnerable to the impacts of climate change. Proposition 4 also requires regular public reporting of how the bond money is spent.

FISCAL EFFECTS

Increased State Costs of About \$400 Million Annually for 40 Years to Repay the Bond.

The estimated cost to repay the bond would be **about \$400 million annually over a 40-year period**. Payments would be made from the state General Fund. (The General Fund is the account the state uses to pay for most public services, including education, health care, and prisons.) This would be less than one-half of 1 percent of the state's total General Fund budget. Since the state has to pay interest on the money it borrows, the total cost of the bond would be about 10 percent more (after adjusting for inflation) than if the state paid up front with money it already has.

Likely Reduced Local Costs for Natural Resources and Climate Activities. The availability of state bond funds could have various fiscal effects on local governments. In some cases, the additional state funding could replace local government money that would otherwise be needed to pay for a project. For example, this could include using bond funds to help support an essential water treatment facility the local government otherwise would have needed to fund by itself. In other cases, however, the availability of state funds could encourage local governments to spend more money to build larger projects than they otherwise would. For example, this could include adding additional amenities to a local park. On net, Proposition 4 likely would result in savings to local governments. The amount of these savings is uncertain but could average tens of millions of dollars annually over the next few decades.

Potential State and Local Savings if Funding Prevents Disasters. To the extent the bond funds result in completing activities that reduce the risk or amount of damage from disasters, it could reduce state and local costs for responding to and recovering from those events. For example, improving a levee could reduce the amount of flooding that occurs. Additionally, thinning trees in a forest could reduce the severity of wildfires. The amount of such potential savings is uncertain.

YES/NO STATEMENT

A **YES** vote on this measure means: The state could borrow \$10 billion to fund various activities aimed at conserving natural resources, as well as responding to the causes and effects of climate change.

A **NO** vote on this measure means: The state could not borrow \$10 billion to fund various activities aimed at conserving natural resources, as well as responding to the causes and effects of climate change.

SUMMARY OF LEGISLATIVE ANALYST'S ESTIMATE OF NET STATE AND LOCAL GOVERNMENT FISCAL IMPACT

- Increased state costs of about \$400 million annually for 40 years to repay the bond.

State Bond Cost Estimate

Amount borrowed	\$10 billion
Average repayment cost	\$400 million per year over 40 years
Source of repayment	General tax revenue

BALLOT LABEL

Fiscal Impact: Increased state costs of about \$400 million annually for 40 years to repay the bond.

November 5, 2024 Ballot



PROPOSITION 5

Allows Local Bonds for Affordable Housing and Public Infrastructure With 55% Voter Approval. Legislative Constitutional Amendment.

ANALYSIS OF MEASURE

BACKGROUND

Housing Is Expensive in California. A typical California home currently costs around twice the national average. Similarly, renters in California typically pay about 50 percent more for housing than renters in other states.

Local Programs Help Pay for Housing. Some programs help low-income Californians afford housing. For example, governments help pay for housing reserved for low-income residents. Other programs provide housing and services to specific groups. Examples of such groups include people with disabilities or those at risk of chronic homelessness. We refer to affordable and supportive housing programs as “housing assistance.”

Local Governments Also Pay for Public Infrastructure. Examples of infrastructure projects paid for by local governments include roads, hospitals, fire stations, libraries, and water treatment facilities.

Local Governments Often Use Bonds to Pay for Housing Assistance Programs and Public Infrastructure. Bonds are a way for local governments to borrow money and then repay it plus interest over time. Similar to the way a family pays off a mortgage on their home, bonds allow governments to spread costs over a few decades.

Certain Bonds Require Two-Thirds Approval of Local Voters. For cities, counties, and special districts, bonds paid for by increased property taxes typically require two-thirds of local voters to approve them. These are called general obligation bonds.

PROPOSAL

Proposition 5 changes the rules in the California Constitution for approving certain local government general obligation bonds. It also requires local governments to monitor the use of revenues in specific ways.

Lowers Voter Approval Requirement for Certain Bonds. Proposition 5 lowers the voting requirement needed to approve local general obligation bonds if they would fund housing assistance or public infrastructure. Specifically, Proposition 5 lowers the voter approval requirement from two-thirds to 55 percent.

Requires Specific Oversight Activities. Proposition 5 requires local governments to take specific steps to monitor the use of bond funds supporting housing assistance and public infrastructure. For example, local governments would need to conduct annual independent financial and performance audits. Citizens' oversight committees also would be appointed to help supervise spending.

FISCAL EFFECTS

Certain Local Bonds More Likely to Pass. A lower voter approval requirement would make it easier to pass local general obligation bonds for housing assistance and public infrastructure. Recent local election results suggest that an additional 20 percent to 50 percent of local bond measures would have passed under Proposition 5's lower voter approval requirement. Those measures would have raised a couple billion dollars over many years. A lower voter approval requirement also could mean local governments propose more measures.

Increased Local Funding for Housing Assistance and Public Infrastructure. An increase in the approval of local bonds could increase funding available for housing assistance and public infrastructure. The amount of this increase is not clear. Based on recent trends, it could be at least a couple billion dollars over many years. The amount of the increase would vary across local governments. If local voters approve more bonds, local governments also would have more borrowing costs. These costs would be paid with higher property taxes. Ultimately, any future bond approval would depend on decisions by local governments and voters.

YES/NO STATEMENT

A **YES** vote on this measure means: Certain local bonds and related property taxes could be approved with a 55 percent vote of the local electorate, rather than the current two-thirds approval requirement. These bonds would have to fund affordable housing, supportive housing, or public infrastructure.

A **NO** vote on this measure means: Certain local bonds and related property taxes would continue to need approval by a two-thirds vote of the local electorate.

SUMMARY OF LEGISLATIVE ANALYST'S ESTIMATE OF NET STATE AND LOCAL GOVERNMENT FISCAL IMPACT

- Increased local borrowing to fund affordable housing, supportive housing, and public infrastructure. The amount of increased borrowing would depend on decisions by local governments and voters. Borrowed funds would be repaid with higher property taxes.

BALLOT LABEL

Fiscal Impact: Increased local borrowing to fund affordable housing, supportive housing, and public infrastructure. The amount would depend on decisions by local governments and voters. Borrowing would be repaid with higher property taxes.